SOLICITATION DOCUMENTS & SPECIFICATIONS

FOR

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT
STATELINE
DOUGLAS COUNTY, NEVADA

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

(775) 586-1610

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FOR
BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT
STATELINE, DOUGLAS COUNTY, NEVADA

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NOTICE TO CONTRACTORS

1. Proposals will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **2:00 P.M. on August 20, 2020** for the **"BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT, STATELINE, DOUGLAS COUNTY, NEVADA"**. Sealed proposals will be opened virtually at 4:00 PM on the same day in the NTCD Conference Room. An online meeting link will be posted on ntcd.org 24 hours prior to the bid opening. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting the week of August 24th, 2020.

2. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications. If submitting a proposal by mail, electronic copies of the forms may be requested.

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 base bid, made payable to Nevada Tahoe Conservation District as provided for in the General Conditions. The Engineer's Estimate for the Project is $325,000 for the base bid and $17,500 for the alternate items.

4. Project Contract Documents may be obtained at no cost at Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada 89448 or electronically via email.

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 NTCD after execution of the contract.

6. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. 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 are available 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. If the Contractor finds any errors, omissions, or discrepancies in the plans or specifications, he shall notify the Engineer immediately. An optional pre-bid meeting will be held at 10 AM on August 11, 2020 at Brautovich Park. Masks are required to attend the meeting.

8. No grading may be performed outside the period between October 15 and May 1 without written permission from the TRPA.

9. The Nevada Tahoe Conservation District reserves the right to accept the lowest responsible bid for the project, to reject any or all bids, or to waive any informalities or irregularities in the bid process. Bids must remain valid for a period of 30 days following the bid opening. Award of the bid is subject to the availability of funds.

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 Brautovich SEZ Restoration and Park Rehabilitation Project improvements (refer to plans prepared by NTCD) including, but not limited to:
    1. Excavation, fill placement, and grading
    2. Installation of rock slope protection
    3. Installation of paved parking with permanent best management practices
    4. Installation of subgrade for sports turf (bid alternate item)
    5. Construction of decomposed granite trail (bid alternate item)
    6. Provide temporary erosion control and perform traffic control.
    7. Haul any extra material to approved disposal site.
    8. Repair all existing site improvements damaged during the course of the work.
    9. Work must be completed by October 15, 2020 unless written approval from NTCD and TRPA is obtained by the Contractor.

2. **CONFORM WITH THE FOLLOWING SCHEDULE*:*** Work may begin no earlier than August 24, 2020 in order to assure the site is dry and all permits are in place. Work must be completed by October 15, 2020 unless written approval is given by NTCD and TRPA. Construction shall be completed within forty-five (45) working days from the date the Contractor is issued the Notice to Proceed. 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.

3. **PERMITS AND LICENSES:** NTCD will provide the Tahoe Regional Planning Agency (TRPA), Nevada Department Environmental Protection (NDEP), and Douglas County permits. The Contractor shall obtain any other permits and licenses required to complete this work. The Contractor shall procure and maintain, at his expense, all licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work.

4. **UTILITIES:** There are known utilities in the project site and general locations of existing known utilities are shown on the plans. However, it is the contractor's 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.

5. **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 will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **2:00 P.M. on August 20, 2020** for the **"BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT, STATELINE, DOUGLAS COUNTY, NEVADA"**. Sealed proposals will be opened virtually at 4:00 PM on the same day in the NTCD Conference Room. An online meeting link will be posted on ntcd.org 24 hours prior to the bid opening. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting the week of August 24th, 2020.

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 10 AM on August 11, 2020 at Brautovich Park. Masks are required to attend the meeting.

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 NTCD, who will send a written instruction to all bidders. Neither NTCD nor the Engineer will be responsible for any oral instructions.

6. Any written instructions, bulletins or drawings issued to bidders by NTCD 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 base bid, made payable to the Nevada Tahoe Conservation District as provided in the General Conditions. The Engineer's Estimate for the Project is $325,000 for the base bid and $17,500 for the alternate items.

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 NTCD after execution of the contract and confirm the date by which work under the contract must commence. Construction shall be completed within forty-five (45) working days from the date the Contractor is issued the Notice to Proceed. All project work shall be completed by October 15, 2020.

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. Bidders attention is directed to the Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.

12. 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.

13. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. 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 are available at the office of the Nevada State Labor Commission.

14. Award of the contract will be made to the best value bid considering lowest cost, similar successful project work, and responsiveness of 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 and complies with NRS 338. 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.

15. Pursuant NRS 338.143 a person or firm who files a notice of protest regarding the award of a public works contract is required to post with NTCD a security in the form of; a bond, or certificate of deposit containing an acknowledgement by a qualified financial institution that a sum of money has been received. The security shall be equal to the lesser of twenty five percent of the value of the protester's bid or $250,000. The security is required to be posted at the time of the filing of the written notice of protest.

16. The bidder's attention is directed to NRS 338.147. All bidders who would like to claim preferential bidder status should read the "Preferential Bidder Status" form and submit required documents with the Bid Proposal and Schedule. **A copy of a valid Nevada State Contractor's Board, Interim Certificate of Eligibility shall be submitted with the bid proposal.** It is the intent of NTCD to enact the provisions of NRS 338 in regards to preferential bidder status only in the event that a 5% preference is utilized in the determination of the low bidder.

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 taxes on equipment, materials and supplies provided for the public work.

BID PROPOSAL

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

Gentlemen:

I (we) hereby submit my (our) proposal for the **"BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATIONVEMENT 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; 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

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT

BASE BID: Brautovich SEZ Restoration and Park Rehabilitation Project construction per bid items. 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.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization and Demobilization (10%)		
2	1	LS	Water Pollution Control		
3	1,350	LF	Construction Limit Fencing		
4	700	LF	Filter Fence/ Sediment Log		
5	1	LS	Protect Staging Area		
6	74,000	SF	Clearing and Grubbing		
7	1	LS	Dewatering		
8	1	LS	Protect Utilities in Place		
9	3,500	CY	SEZ Excavation/Grading		
10	2,100	CY	Field Fill/Grading		
11	250	SF	Rock Slope Protection		
12	1,400	CY	Offhaul of Unsuitable Fill		
13	50	EA	As Directed Boulder Placement (1/2 to 1 Ton)		
14	40	EA	As Directed Boulder Placement (1 to 2 Ton)		
15	40	EA	As Directed Log Placement		
16	1,675	SF	Paved Parking (includes striping)		
17	1	EA	Accessible Parking Sign		
18	115	LF	Rock Armor for Parking Area		

BASE BID TOTAL (in numerals) _____

BASE BID TOTAL (in words) _____

BID ALTERNATE SCHEDULE

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT

BID ALTERNATE: Brautovich SEZ Restoration and Park Rehabilitation Project construction per bid items. All items not covered in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Alternate Items.

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
Alt-1	1	LS	Removal of Existing Improvements		
Alt-2	380	LF	Trail		
Alt-3	16700	SF	Subgrade for Sports Turf		

BID ALTERNATE TOTAL (in numerals) _____

BID ALTERNATE TOTAL (in words) _____

BID SUMMARY

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT

TOTAL BASE BID: $_____

TOTAL BID ALTERNATE: $_____

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

PREFERENTIAL BIDDER STATUS

NRS 338.147 and NRS 338.1389 provides that a contractor who has been found to be a responsible contractor and who provides proof to, and receives an Interim Certificate of Eligibility from, the Nevada State Contractor's Board that certifies the payment of:

(1) The sales and use taxes imposed pursuant to Chapter 372, 374 and 377 of NRS on materials used for construction in the State of Nevada of not less than $5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid;

(2) The motor vehicle privilege tax imposed pursuant to Chapter 371 of NRS on the vehicles used in the operation of the general contractor's business in the State of Nevada of not less than $5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid; or

(3) Any combination of such sales and use taxes and motor vehicle privilege tax, or

(4) Acquired, by inheritance, gift, or transfer through a stock option plan for employees, all the assets and liabilities of a viable, operating construction firm that possesses a:

a) License as a general contractor pursuant to the provisions of Chapter 624 of the NRS; and
b) Interim Certificate of Eligibility to receive a preference in bidding on public works

shall be deemed to have submitted a better bid than a competing contractor who has been certified to have made payment of those taxes if the amount of his bid is not more than 5% higher than the amount bid by the competing contractor.

Contractors who desire to claim this preference, must submit to NTCD with the bid, a copy of a valid Nevada State Contractor's Board Interim Certificate of Eligibility and the Preferential Bidder Status Affidavit provided on the following page.

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

I, _____, on behalf of the Prime Contractor,_____ _____, swear and affirm that in order to be in compliance with NRS 338 and be eligible to receive a preference in bidding on **Brautovich SEZ Restoration and Park Rehabilitation Project**, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the Awarding Body to damages. In addition the Contractor may lose its certification for a preference in bidding for 5 years and/or its ability to bid on any contracts for public works for one year pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all of the non-apportioned vehicles primarily used on this project are registered in Nevada;
3. The Contractor shall ensure at least 25 percent of the materials used on this project are purchased in Nevada and;
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

By:_____

Title:_____

Signature:_____

Date:_____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by_____ (name of person making statement).

State of _____)
)ss.
County of _____)

_____ STAMP AND SEAL
Notary Signature

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 _____, 2020.

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 **"BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION 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 _____, 2020, 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 _____, 2020, 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 _____, 2020.

_____
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 water quality improvement project and associated revegetation as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Provisions prepared by NTCD and submitted all qualification as stated in 102.01 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 _____, 2020, 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 **"BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT, STATELINE, 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 forty-five (45) working days from the date 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 timeframe, 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. 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:

- Notice to Contractors
- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- 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
- Special Provisions to the Standard Specifications for Public Works Construction, 2016, or latest edition
- General Provisions of the Standard Specifications for Public Works Construction, 2016, or latest edition
- 100% Engineer Stamped Design Plan Set for the **Brautovich SEZ Restoration and Park Rehabilitation Project**
- Exhibit A – Construction/Indemnification and Insurance Specifications
- Exhibit B – Special Technical Provisions by NTCD
- Exhibit C – Project 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) Plan Set Drawings
c) Special Technical Provisions by NTCD
d) Standard Specifications

Article 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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

On this _____ day of _____, 2020, 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

On this _____ day of _____, 2020, 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

Exhibit A

CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION 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 NEVADA TAHOE CONSERVATION DISTRICT and DOUGLAS COUNTY 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 A

SPECIAL TECHNICAL PROVISIONS

SPECIAL TECHNICAL PROVISIONS

FOR

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT

NEVADA TAHOE CONSERVATION DISTRICT

DOUGLAS COUNTY, NEVADA

BID SET

FOR USE WITH:

Standard Specifications, as referred to in these Special Technical Provisions, are the Standard Specifications for Public Works Construction – Douglas 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: July 2020

Contents

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 – Douglas 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 Brautovich SEZ Restoration and Park Rehabilitation 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 Brautovich SEZ Restoration and Park Rehabilitation 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 $150,000 and contract times exceeding 15 days.

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 Nevada Tahoe Conservation District, Nevada Division of Environmental Protection (NDEP), Kingsbury General Improvement District (KGID), and the Tahoe Regional Planning Agency(TRPA)). 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 project signage and all temporary erosion control measures as shown on the project plans and as approved by the Engineer and Tahoe Regional Planning Agency (TRPA).
3. Demolition of existing improvements, if bid alternate is awarded.
4. Excavation for the SEZ restoration and grading for the recreation improvements as shown on the project plans and as described in these Special Technical Provisions.
5. Construction of the decomposed granite trail and the sports turf subgrade, if bid alternate is awarded.
6. Construction of paved parking as shown on the project plans and as described in these Special Technical Provisions.
7. Demobilization from the project site:
    a. Road sweeping.
    b. Restoration of staging and access.
    c. Removal of temporary BMPs with approval of Engineer.
8. Pre-Final site walk with the Engineer, Contractor, and Douglas County.
9. Development of project punchlist (by Engineer).
10. Completion of punchlist items.
11. Final site walk with Engineer and Contractor.

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, 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 120 – PROJECT PERMITS

120.01 Description
This project is located within Douglas County, Nevada and the Lake Tahoe Basin, which is regulated by Douglas County, the Tahoe Regional Planning Agency (TRPA), and the Nevada Division of Environmental Protection (NDEP).

The contractor will be responsible for all permit requirements upon receipt of the permits for the project and no additional compensation shall be allowed for. The project permit(s) will have specific requirements covering work to be performed under this contract. The Contractor shall meet the permit(s) requirements for grading season restrictions, stormwater discharges, Best Management Practices (BMPs), selection of staging and storage areas, dewatering practices, and restoration requirements, and all other agency approval conditions. The Contractor shall note that the project is located near sensitive lands (TRPA Stream Environment Zone and US Army Corp of Engineers Wetlands) and thus special care is required during construction.

In addition to TRPA and NDEP stormwater discharge and temporary erosion control and BMP requirements, the Contractor shall be responsible for complying with the Douglas County Site Improvement Permit and other agency requirements and responsibilities as provided in the project permit(s), Contract Documents, Plans, Standard Specifications, these Special Technical Provisions, and the SWPPP. **The Contractor is required to pick up a site improvement permit from Douglas County prior to initiating any work on the site. The permit will have no cost to the contractor.**

The Contractor shall maintain a copy of all permit(s) at the construction site and shall make the permit(s) available to operating personnel during construction activities; also upon request these permit(s) must be made available for public inspection.

The Contractor shall maintain a set of stamped plans and special provisions at the construction site and shall make them available to operating personnel during construction activities; also upon request, plans and special provisions must be made available for public inspection.

It shall be the Contractor's responsibility to completely inform him or herself of the conditions of all Project Permit(s) and conduct construction operations accordingly. Any requested change to an agency's permit conditions of approval, proposed by the Contractor, shall be submitted to the Engineer for transmittal to TRPA, NDEP, or other pertinent agency 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 is responsible for attending a pre-grading meeting with TRPA coordinated by the Engineer** to allow for review of the project site and determination of the adequacy of temporary erosion control measures and BMPs deployed by the Contractor. The Contractor shall follow the requests of the reviewing environmental agencies as necessary to bring the construction site temporary erosion control devices and BMPs into compliance with the permit(s) requirements, regulations, and other provisions of these Special Technical Provisions, and the SWPPP. The Contractor shall maintain all temporary erosion control devices and BMPs until all work is complete. and the project site is stabilized per acceptance of the Engineer and all relevant agencies in review of the project site at the "Final Walk Through". The Contractor can remove temporary erosion control devices and BMPs only upon approval by the Engineer to do such.

The Contractor shall comply with all noxious weed requirements per the TRPA and other regulatory agencies. These requirements include but are not limited to the following:

- All tools, equipment and vehicles used for project implementation are required to be weed-free.
- All tools, equipment and vehicles will be cleaned of all attached mud, dirt, and plant parts. This will be done at a vehicle washing station or steam cleaning facility (power or high pressure cleaning) before the equipment and vehicles enter the project area, and before vehicles enter the Lake Tahoe Basin (if they originate from outside the Basin).
- All soil, fill, gravel, rock, mulch, seed, organic matter or other imported materials are required to be weed-free. Use onsite soils, gravel, rock, or organic matter when possible. Otherwise, obtain materials from pits, quarries, nurseries, and other sources that are certified or have been determined to be weed-free by the noxious weed coordinator of the USFS Lake Tahoe Basin Management Unit.
- Minimize the amount of ground and vegetation disturbance in the construction areas. Reestablish vegetation on all disturbed bare ground to minimize weed establishment and infestation.
- When working in known invasive plant infestations or designated weed units, equipment shall be cleaned before moving to other National Forest Service system lands. These areas will be identified in the field prior to the beginning of work.
- Use weed-free mulches, and seed sources. All activities that require seeding or planting must utilize locally collected native seed sources when possible. Plant and seed material should be collected from or near the project area, from within the same watershed, and at a similar elevation when possible. Persistent non-native such as Phleum pretense (cultivated timothy), Dactylis glomerata (orchard grass), or Lolium spp. (ryegrass) will not be used.
- Staging areas for equipment, materials, or crews shall not be sited in weed infested areas.

The project is located adjacent to a sensitive land capability class area (1b SEZ) as classified by the TRPA. Therefore the Contractor will be required to use extreme caution in all activities associated with the

project. The Contractor will be required to meet all of the requirements shown on the Plans, as described in the Project Permit(s), these Special Technical Provisions and as stated in the SWPPP. Refueling of equipment shall only be allowed on paved areas and not within the active project work area.

The Contractor is further required to only use "low impact equipment" for this project. TRPA prefers the use of "rubber track" equipment as low impact equipment and the Contractor is encouraged to use "rubber track" equipment in sensitive land capability areas. The Contractor shall provide detailed information, (manufacturer's data brochure, or other product specific materials), to the Engineer for review and acceptance prior to any equipment being mobilized to the project site and placed in the work. All trash created during construction must be properly contained (wildlife-proof containers) and removed from the site at the end of each day.

The Contractor shall meet all of the requirements of the SWPPP, and the project permit(s) as issued by the permitting agencies, and any provisions for rights-of-entries issued by land owners. The Contractor will be responsible for adhering to all requirements of the permit(s), and no additional compensation will be allowed for. The following project permits may be found as appendices to the Contract Documents:

- Tahoe Regional Planning Agency
- Nevada Department of Environmental Protection – *Stormwater General Permit*
- Douglas County – *Site Improvement Permit*

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

SECTION 125 – STORM WATER POLLUTION PREVENTION COMPLIANCE

125.01 Description
The Contractor shall implement the requirements for erosion control due to storm water and construction related runoff from construction sites as established under Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) 445A. It shall be the Contractor's responsibility to provide day-to-day operational control of activities and the implementation of Best Management Practices (BMPs) that are necessary to control and reduce the pollution of Waters of the US from stormwater discharges and other pollutants and runoff associated with construction activities, and to ensure compliance with the requirements of National Pollutant Discharge Elimination System (NPDES) permit coverage. Work shall include, but is not limited to:

- Furnishing all materials
- Implementing all practices and installing, constructing and maintaining all BMPs and temporary and/or permanent control measures for the duration of the project
- Submit a Notice of Termination (NOT) upon completion of the project

The project is covered under the NDEP stormwater general permit, which has already been submitted by NTCD.

125.02 Storm Water Pollution Prevention Plan
The Storm Water Pollution Prevention Plan (SWPPP) shall include, but is not limited to:

- Project Description
- Stormwater Controls
- Material Storage Areas
- Stabilization Practices
- Erosion and Sediment Controls
- Structural Practices
- Spill Contingency Plan
- Post Construction Stormwater Management
- Non-Storm Water Discharge Maintenance
- Maintenance and Inspection Requirements
- Dewatering and Diversion Requirements
- Watering/Dust Control Requirements
- Sampling and Analysis Plan

The SWPPP will describe and ensure the implementation of practices that will assure compliance with the terms and conditions of all of the project permits in accordance with good Engineering practices and cost effective approaches as outlined in Regional BMP Manuals, TRPA handbook, Nevada Contractors Field Guide for Construction Site BMPs and other related documents.

A draft SWPPP is provided in the appendix of the Contract Documents. This draft plan will provide the Contractor with a basis for the requirements of the project SWPPP. **The Contractor, within ten (10) days after the effective date of the executed Contract, shall acknowledge and certify the project SWPPP.** Any requested revisions to the draft SWPPP (i.e. amendments) shall be submitted to the Engineer for review and acceptance, including applicable permitting agencies prior to any modifications being implemented by the Contractor. Such requested modifications shall be noted in red on the original plan (or other suitable format that is clear). Subcontractors shall also sign (i.e. certify) the SWPPP and must comply with the requirements of all of the project permits under the supervision of the Contractor. Attention is directed to Section 160, “Temporary Erosion Control Measures and BMPs,” of these Special Technical Provisions and the applicable Project Plan sheets for Temporary Erosion Control and Dewatering and Diversion operations.

A copy of the Contractor's SWPPP, and applicable inspection and maintenance records shall be provided to the Engineer at least five (5) calendar days prior to start of construction and shall be posted at the construction site with other project records; upon request these records and SWPPP must also be made available for public inspection.

125.03 Measurement and Payment
Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work associated with performing all the work involved in provisions of this section, complete in place as shown on the Project Plans, as specified in the Contract Documents, Project Permit(s), Standard Specifications, these Special Technical Provisions, the SWPPP, and as directed by the Engineer, shall be

considered as included in prices paid for the various contract items of work involved; and no additional compensation will be allowed for.

SECTION 135 – MOBILIZATION & DEMOBILIZATION

135.01 Mobilization
This item shall consist of mobilization of the Contractor's forces which shall include obtaining all bonds, insurance, and permits; purchasing, transportation, setup, staging and storage of equipment and materials; placing a road closed/park closed sign, establishing a field office at the project site; plus furnishing all labor, materials, tools, equipment, and incidentals required for performance and completion of the work as shown on the Project Plans, and specified in the Contract Documents, Project Permit(s), Standard Specifications, these Special Technical Provisions, the SWPPP, and as directed by the Engineer. Mobilization shall also include but not be limited to the following items:

- Provide on-site sanitary facilities;
- Post all Occupational Safety and Health Administration (OSHA) required notices;
- Post all prevailing wage requirements;
- Prepare and transmit all submittals as noted on the Plans, and as specified in the Contract Documents, Standard Specifications, and these Special Technical Provisions;
- Wash and clean all tools and equipment prior bringing on site, as specified in the Project Permits, Contract Documents, Standard Specifications, these Special Technical Provisions, and as required by TRPA.

135.02 Staging and Storage Areas
The staging and storage areas as identified on the Project Plans are allowed for use by the Contractor in accordance with the Contract Documents, Project Permit(s), SWPPP, Standard Specifications, and these Special Technical Provisions. These staging/storage areas are controlled by public entities and shall be maintained at all times in a clean and safe environment. The Contractor's use of the designated staging/storage areas shall be limited to and/or controlled by the time allowances and other restrictions as noted on the Project Plans, Project Permits, rights of entry, and elsewhere in these Special Technical Provisions.

If the Contractor wishes to make use of additional areas, for staging/storage activities, not identified on the Plans, it will be the Contractor's sole responsibility to secure use of these areas with agreements with the individual property owners; and file a copy of said authorization with the Engineer and obtain Tahoe Regional Planning Agency approval. The Contractor shall further be responsible for establishing all necessary and required temporary erosion control protections and updating the Project SWPPP. The Contractor will be responsible for bearing all costs with securing these areas, and all efforts associated with the approvals, setup, maintenance, decommissioning and restoration, with no additional compensation allowed for.

The Contractor shall be responsible for appropriate security and safety measures at all staging/storage areas to protect property and the public.

The Contractor shall submit one (1) copy of a proposed truck haul route plan, along with the proposed project construction schedule and traffic control plan, to the Engineer for review and acceptance at

least five (5) calendar days prior to the scheduled Pre-Construction Meeting. The Contractor's truck haul route plan shall include, but not be limited to, the following:

- Proposed construction zone;
- Proposed storage areas;
- Location of flaggers (to control truck access, where applicable);
- Construction phasing (including phasing of intersection construction and detours, if any); and,
- Proposed truck route (including the location of other construction projects which impact, or may be impacted by, the proposed haul route.)

All staging/storage areas shall comply with the SWPPP and TRPA's requirements for BMPs while storing or stockpiling materials. The Contractor shall be responsible for locating staging/storage areas and will need to install all temporary erosion controls and BMPs and maintain them at all times during construction and until project closeout. The limits of the staging/storage areas shall be reviewed and accepted by the Engineer prior to use. All necessary temporary BMPs shall be installed at the staging/storage areas prior to the TRPA Pre-Grade Meeting and will be inspected during said meeting to ensure proper installation and controls are in place.

At the completion of the work or when no longer required for use, all construction staging/storage areas shall be cleared of all equipment, tools, materials, trash, debris, etc to produce a clean area and returned, as nearly as possible, to the lines and grades which existed prior to construction.

For storage and staging areas in paved areas, the areas shall be swept clean and returned to the existing condition, prior to use. The Engineer will inspect the paved areas, and if damage has occurred, whether by fault of the contractor's operations or not, the contractor will be required to make remedial action, including complete pavement restoration. No additional compensation shall be allowed for any remedial restoration work of paved areas, including complete replacement of the pavement areas.

135.03 Traffic Control Signage

Traffic Control/Road and Park Closure Signage shall consist of placing a sign at the intersection of Andria and N. Benjamin to prohibit public access to the park. The sign should indicate the park is closed and that only local traffic is allowed on that section of N. Benjamin. The sign must be large enough to be legible from 25 feet away.

135.04 Demobilization

Demobilization shall consist of the removal of all materials, equipment, signage, temporary pollution control materials, trash, debris, and all other items imported to or generated on-site as a result of the work completed by the Contractor and his/her operations. The Engineer may require sediment logs or filter fence to remain on site after demobilization until soil is stabilized. If this is the case, NTCD will be responsible for the removal of the sediment logs or filter fencing.

Furthermore, demobilization shall include cleaning the existing drainage inlet at the end of N. Benjamin Drive near the Park entrance as well as the pipe from this drainage inlet. Furthermore, demobilization shall include repairing all pavements, walkways, infrastructure, signage, landscape, trails, or other public or private facilities damaged by construction activities to their pre-construction conditions using comparable materials as accepted and directed by the Engineer. All disturbed areas shall be returned, as nearly as possible, to the lines and grades which existed prior to construction except where modified as

part of the work so designated on the Plans. Attention is directed to Section 335, “Cleanup,” of the Standard Specifications.

At the conclusion of work, final acceptance of the Project improvements must be in the form of a written “Notice of Completion.”

135.05 Record Drawings
The Contractor shall keep accurate records on a set of project black line prints (22 inches x 34 inches) of all additions and deletions to the work and of all changes in location, elevation, and character of the work not otherwise shown or noted on the Project Plans. NTCD will furnish up to six (6) sets of full size black line prints for use at no cost to the Contractor.

Record drawings plans shall be provided to the Engineer for acceptance within one (1) calendar month after project completion as defined by the Engineer. One (1) set of full sized (22x34) hard copy record drawings shall be provided with changes to the original Contract work shown in red color, including revision clouds. All redline changes and details to be shown on the record drawings shall include, but not be limited to, difference in quantities of the original plans vs. actual installation (as appropriate), modifications to the location and elevations of public utility and storm drainage facilities, any utility relocations, any signage or traffic control devices, and any other modifications, additions or adjustments to any other facilities not shown or as modified on the Project Plans.

Record drawings plans shall be signed and dated by the Contractor or the sub-contractor that actually constructed the facility. In addition, company names of the Contractor and sub-contractors shall be added to the Title Sheet of the record drawings.

135.06 Measurement and Payment
Mobilization and Demobilization, including Staging and Storage and Traffic Control Signage, as described above shall be considered one bid item. Record Drawings, as described above shall be considered as included with Mobilization and Demobilization and no additional compensation shall be allowed for. Mobilization and Demobilization shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work.

The contract price paid for Mobilization and Demobilization shall include full compensation for mobilizing the Contractor's forces which shall include but not be limited to: bonds, insurance, permits, record drawings, purchasing, transporting equipment, setup, temporary power source and installation, project signs, establishment of a field office, sanitation facilities, and furnishing all labor, materials, tools, equipment, and incidentals required for performance and completion of the work; including full compensation for operations required to demobilize the Contractor's forces which shall include but not be limited to: the removal of all equipment, materials, debris, project signs, field office, sanitation facilities, temporary BMPs, tree protection fencing, and project clean-up; for the contract lump sum price bid, as shown on the Plans, in accordance with the Contract Documents, Standard Specifications, these Special Technical Provisions, SWPPP, project permit(s), and to the satisfaction of the Engineer.

Partial payments paid for Mobilization and Demobilization shall be made as follows:

- When 5% of the total original contract amount is earned from other bid items, 50% of the amount bid for mobilization/demobilization will be paid.

- When 10% of the total original contract amount is earned from other bid items, 100% of the amount bid for mobilization will be paid.

Full compensation for conforming to the provisions of this Section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

SECTION 145 – SUBMITTALS

145.01 General

Where required by the Contract Documents, project permit(s), Project Plans, SWPPP, Standard Specifications, elsewhere in these Special Technical Provisions, and/or as indicted herein, the Contractor shall provide submittals, and furnish shop drawings and material certifications to the Engineer for review and acceptance. The required number of submittals, shop drawings and certificates shall be delivered within the specified time frames, including a transmittal letter in conformance with the Contract Documents, Standard Specifications, and these Special Technical Provisions. The transmittal letter at a minimum shall include the following information:

A. Submittal number and item description
B. Scheduled date of submittal
C. Specification section/item number
D. Supplier and/or manufacturer, plus contact information
E. Contractor or sub-contractor name and point of contact information

One electronic copy is to be submitted unless specified elsewhere:

Construction Schedule, Traffic Control Plan, and Truck Haul Routes
Submittals & Shop Drawings
Certifications

145.02 Submittals Required

The following items require a submittal, shop drawing, and/or material certification for review and acceptance by the Engineer (this list may not be complete; it is the Contractors responsibility to review and be knowledgeable with all portions of the project permits, SWPPP, Plans, Contract Documents, Standard Specifications, and these Special Technical Provisions for any additional requirements):

- Construction schedule
- Truck Haul Routes
- SWPPP authorization, revisions, and dewatering plans
- Equipment list for all equipment to be used, including the following minimum information:
    - Manufacturer and Model
    - Ground pressure rating (in psi)
    - Certification for washing/steam cleaning, including date
- Filter fence, sediment coir logs, and other BMP materials
- Construction limit fence
- Aggregates used in the work
- Origin and properties of cobble, boulders, and gravel used in the work

- Aggregate base (AB) - Material testing reports and other data necessary to provide the Engineer with established laboratory values for optimum moisture and maximum dry density, for use of any native soils, imported soils and aggregates requiring density testing
- Asphalt mix design and other bituminous materials used in the work
- Record Drawings

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

SECTION 160 – TEMPORARY EROSION CONTROL

160.01 General
This work shall consist of temporary erosion control measures, devices, and BMPs that may be shown on the Project Plans, and as specified in the Contract Documents, Project Permit(s), Standard Specifications, these Special Technical Provisions the Project SWPPP, or as directed by the Engineer during the life of the contract. Temporary erosion control measures will also be required at staging/storage 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.

Attention is directed to Section 125.02, "Storm Water Pollution Prevention Plan," of these Special Technical Provisions. As part of the SWPPP certification and submittal process, **the Contractor shall submit any proposed revisions to the applicable Project Plan sheets for Temporary Erosion Control and the Dewatering and/or Diversion operations**. No work shall be started until the SWPPP, applicable plan sheets, schedules and methods of operation for temporary pollution control are reviewed and accepted by the Engineer. The Contractor is reminded that the project is located within the Lake Tahoe Basin and all pollution control measures and clean-up procedures must satisfy the requirements of TRPA, NDEP and the permit(s) issued for the project. During the course of project construction, the Contractor shall cooperate with the Engineer, TRPA, NDEP and other regulatory officials and take immediate action as directed to protect water bodies and sensitive areas, and provide for erosion or other pollution control.

Installation and maintenance of temporary erosion control measures, devices and BMPs shall conform to the requirements as stated within this section, the SWPPP, and the Nevada Contractors Field Guide for Construction Site BMPs (hard copies are available for purchase from the Truckee Meadows Watershed Committee 775-334-3314, or a free electronic copy "pdf" is available for download from the NDEP website http://ndep.nv.gov/bwqp/bmp05.htm).

As Directed Placement
Due to the nature of the project and expected field direction from the Engineer, NTCD, and permitting agencies, the Contractor shall make provisions to furnish all labor, tools, materials, and equipment as necessary to furnish and place additional temporary erosion control devices in the work (i.e. beyond or

in addition to what is designated on the Project Plans or in the Project SWPPP) as directed by the Engineer, in conformance with the Contract Documents, Project Permits, SWPPP, Standard Specifications, and these Special Technical Provisions. Installation, maintenance, removal, and disposal of any additional as directed temporary erosion control device shall be considered as included in the applicable "as directed" bid item unit price, and no additional compensation will be allowed. The installation and location of any as directed temporary erosion control device shall only occur as determined and marked in the field by the Engineer.

The intent of the as directed temporary erosion control device bid items, is to provide the Engineer and Contractor with a means and allowance for additional temporary erosion control devices to be incorporated in the work where modifications to the construction sequence, changing field conditions, temporary stockpiles, and other potential minor unknowns can be adequately addressed in order to maintain compliance with the SWPPP and Project permits.

The Contractor will not be compensated for the installation of any additional "as directed" temporary erosion control devices without prior direction and acceptance of the Engineer.

Temporary Soil Stabilization

The Contractor shall install temporary soil stabilization materials for water pollution control in all disturbed work areas that are considered inactive (i.e. excess of 14 days) or before forecast storm events. Should any temporary erosion control of this nature be required elsewhere as directed by the Engineer and/or regulatory agencies, the Contractor shall install within 48 hours of notification. Where applicable and upon acceptance of the Engineer, the Contractor shall furnish and apply/install temporary mulch, temporary hydraulic mulch, temporary erosion control blankets, or temporary covers in conformance with the Standard Specifications and these Special Provisions. Materials and construction methods shall comply with the Standard Specifications and these Special Provisions.
The Contractor shall maintain a temporary cover on all stockpiles at all times. Whenever a temporary cover is removed to perform other work, the temporary cover shall be replaced and secured within one (1) hour of stopping work.

Compensation for the requirements of this section, not otherwise provided for in a specified bid item, shall be considered included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

160.02 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 BMP as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, SWPPP, Project Permit(s), and TRPA Best Management Practices.

The Contractor shall perform all construction activities that are outside the road right-of-way within the construction limits (and/or grading limits) as shown on the Project Plans and staked by the Contractor's surveyor, and as 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 or groups of 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 conduct his/her construction operations will be the area within the limits of the construction limit fencing and/or grading limits as shown on the Project

Plans. Where located within the immediate vicinity of any trees (or dripline), the width of the work area will be reduced in order to protect the trees. The Contractor shall review each such location to determine what equipment can be used to install the improvements at these locations or if hand work will be necessary. The costs associated with working within these reduced widths shall be included in the unit price bid for the applicable item of work with no additional compensation, therefore.

Contractor's attention is directed to the applicable bid item descriptions in these Special Technical Provisions regarding the type of equipment that can be used in construction on sensitive land areas. Where tree protection fencing cannot be placed at the dripline of the tree, as determined by the Engineer in coordination with TRPA, wood batten (as shown on the Project Plans) with bottom set approximately 3 feet above ground surface shall be strapped to the tree trunk (space between wood batten shall be no more than 6"). The unit price bid for construction limit and tree protection fence shall also apply to this condition (i.e. linear foot measurement of tree circumference where wood batten is attached). Construction limit and tree protection fencing shall be inspected daily and repaired, secured, and/or replaced as necessary to maintain and preserve its intended purpose. All construction limit and tree protection fencing shall remain in place during any construction activities unless directed by the Engineer. Tree protection and construction limit fencing is considered a temporary erosion control measure or BMP.

A fine of $100 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.

160.03 Filter 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, Contract Documents, Standard Specifications, these Special Technical Provisions, SWPPP, Project Permit(s), and TRPA Best Management Practices.

Filter (silt) 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 fence fabric shall be handled and placed in accordance with the manufacturer's recommendations. The fabric shall be aligned and placed in a wrinkle-free manner.
- When joints are necessary, filter fence fabric shall be spliced together only at a support post, with a minimum twelve (12) inches overlap and securely sealed or stitched. See manufacturer's recommendations. Should the filter fence fabric be damaged, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement.

- Posts shall be spaced a maximum of ten (10) feet apart at the barrier location or as recommended by the manufacturer if less than ten (10) feet and driven securely into the ground (minimum of 1 foot). The posts and fence shall be angled ten (10) degrees off vertical up-slope for stability.
- A trench shall be excavated approximately four (4) inches wide and six (6) inches deep along the line of posts and upslope from the barrier in accordance with manufacturer's recommendations.
- A wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire mesh shall extend into the trench a minimum of two (2) inches and shall not extend more than three (3) feet above the original ground surface.
- The filter fence fabric shall be installed on the upslope side of the wire mesh fence and shall be stapled, wired, or tied to the wire fence and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than three (3) feet above the original ground surface.
- Filter fence fabric shall not be stapled to existing trees.
- The trench shall be backfilled and the soil compacted over the filter fence fabric.
- For installations on slopes less than 20%, slope lengths of 200 feet or less and around drainage inlets, the Contractor has the option to use fiber rolls in lieu of filter fence.
- Should the filter fence fabric decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

Filter fence shall remain in place for the complete duration of the project (all Phases of work) as necessary to conform to the Project Permit(s) and SWPPP. All filter fence shall be routinely inspected and maintained at all times and on a continual basis for the duration of the Project and is expected to be in good condition at the time the Notice of Completion is issued. Repair and or replacement of any damaged filter fence, upon discovery or as directed by the Engineer, shall be considered as included in the prices paid for this bid item of work, and no additional compensation will be allowed. At the conclusion of the project or as directed by the Engineer, TRPA and NDEP, all filter fence shall become the property of the Contractor and be completely removed from the project site and disposed of in conformance with the Contract Documents, Standard Specifications, and these Special Technical Provisions. The Engineer may require sediment logs or filter fence to remain on site after demobilization until soil is stabilized. If this is the case, NTCD will be responsible for the removal of the sediment logs or filter fencing.

Sediment log (fiber roll) may be used in place of filter fence. Filter fencing is considered a temporary erosion control measure or BMP. A fine of $100 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.

160.04 Sediment Log (Coir Log). 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, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices. **The Contractor shall submit a material specification for the sediment log, for acceptance of the Engineer, prior to placement in the work.**

Sediment logs shall be provided in standard lengths of 10 or 20 feet long per the size diameter as shown on the Plans, and shall be prefabricated fiber roll logs or wattles filled with a rice straw, wood excelsior fiber, coconut fiber or other similar filler material, and covered with a biodegradable jute, sisal, or coir fiber netting or open weave containment fabric secured tightly at each end. The use of plastic/photodegradable netting shall not be allowed. All materials shall be certified weed free.

Sediment logs with a diameter of 8 to 10 inches shall have a density of at least 1.1 lb/ft, and sediment logs with a diameter of 12-inches shall have a density of at least 3 lb/ft. Its basic purpose is to provide a flexible, lightweight, porous sediment control device demonstrating the ability to conform to terrain details, dissipate water velocity, and capture loose sediment. All fiber rolls shall be properly staked in place, except where its use is intended to be short term (daily operations) or reposition of the fiber roll will occur on a regular basis (i.e. active construction areas, trenching operations and windrows, temporary or active stockpiles, active areas for soil processing/screening operations, spill containment devices, etc.) as determined by the Engineer. In such instances where a fiber roll is not staked, it shall be weighted or secured in place using a sufficient number of gravel bags to control the flow of storm water and capture sediment.

The Contractor shall furnish, install, maintain, and remove when no longer required, all sediment logs per the Manufacturer's directions, as shown on the Project Plans and as directed by the Engineer (where applicable to each Phase of the work), including but not limited to the following general requirements:

- Prior to fiber roll installation; the Contractor shall excavate a concave trench along the contour line, three (3) inches to five (5) inches deep. Soil excavated from the trench shall be placed on the uphill or flow side of the roll to prevent water from undercutting the roll.
- The Contractor shall place the fiber roll in the trench and stake on both sides of the fiber roll within eight (8) inches of each end and then at a maximum spacing of four (4) feet, using one (1) by two (2) inch stakes.
- When more than one fiber roll is placed in a row or check dam, the fiber rolls shall be overlapped in a horizontal configuration to provide a tight joint.

Sediment log shall remain in place, where directed by the Engineer, for the complete duration of the project (all Phases of work) as necessary to conform to the Project Permit(s) and SWPPP. All sediment logs shall be routinely inspected and maintained at all times and on a continual basis for the duration of the Project. Repair and or replacement of any damaged sediment log, upon discovery or as directed by the Engineer, shall be considered as included in the prices paid for this bid item of work, and no additional compensation will be allowed. At the conclusion of the contract or where accepted to occur at an earlier date as directed by the Engineer, TRPA and NDEP, all sediment log shall become the property of the Contractor and be completely removed from the project site and disposed of in conformance with the Contract Documents, Standard Specifications, and these Special Technical Provisions. The Engineer may require sediment logs or filter fence to remain on site after demobilization until soil is stabilized. If this is the case, NTCD will be responsible for the removal of the sediment logs or filter fencing.

Any sediment logs required or used in the work on a short term basis that are not permanently staked in place or are anticipated to be moved on a daily or routine basis (such as areas immediately adjacent to trench excavations, temporary stockpiles, active areas for soil processing/screening operations, spill containment devices, etc.) shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

Sediment logs are considered a temporary erosion control measure or BMP. A fine of $100 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.

160.05 Drainage Inlet Protection. 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, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

The gravel bag material for drainage inlet protection should be woven polypropylene, polyethylene or polyamide geotextile fabric, with a minimum unit weight of 4 oz/sq/yd, Mullen burst strength exceeding 300 psi (ASTM D3786), and ultraviolet stability exceeding 70% (ASTM D4355). The gravel bag fill material should be 3/8 to 3/4 inch open graded, non-cohesive, porous gravel, and washed clean and free from clay, organic matter and other deleterious materials.

Gravel bags shall remain in place, where directed by the Engineer, as necessary to conform to the Project Permit(s) and SWPPP. All gravel bags shall be routinely inspected and maintained at all times and on a continual basis for the duration of the Project. Repair and or replacement of any damaged gravel bag, upon discovery or as directed by the Engineer, shall be considered as included in the prices paid for the applicable bid item of work, and no additional compensation will be allowed. At the conclusion of the project or where accepted to occur at an earlier date as directed by the Engineer, TRPA and NDEP, all gravel bags shall become the property of the Contractor and be completely removed from the project site and disposed of in conformance with the Contract Documents, Standard Specifications, and these Special Technical Provisions.

Drainage inlet protection considered a temporary erosion control measure or BMP. A fine of $100 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.

160.06 Watering/Dust Control

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to provide construction water for the control of dust generated by the Contractors activities as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), Project SWPPP and TRPA Best Management Practices.

The Contractor shall be responsible for dust control throughout all phases of construction. All federal, state, regional and local ordinances regarding dust control shall be complied with. The responsibility of obtaining the regulations and requirements and full compliance with such ordinances is solely that of the Contractor.

No chemical additives shall be permitted for any watering/dust controls operations.

If the Contractor desires to use water from fire hydrant(s) during construction, permission for the use of hydrant(s) shall be obtained from the proper agency (Kingsbury General Improvement District, KGID). The Contractor shall use said hydrant(s) in accordance with any rules, regulations, and procedures as established by the agency.

160.07 Sweeping

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to sweep all paved areas within the project site, and streets adjacent to the project site, and dispose of the swept materials in accordance with the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), Project SWPPP and TRPA Best Management Practices. Tracking of sediment onto public streets shall be minimized by a combination of road sweeping and use of gravel construction entrance/exit areas designated on the Plans during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets and other paved areas clear of soil and debris. Tracking control applies to streets within the project area as well streets adjacent to the project area that have the potential to be impacted by tracking from the Contractor's operations.

The Contractor shall provide sweeping equipment that conforms to the following minimum requirements: **The sweeper, provided by the Contractor, shall be a chassis-mounted vehicle capable of vacuuming the roadways such that the swept material is placed into a hopper, from which the swept material can be removed and disposed of. Broom sweepers that are attachments to other equipment are not acceptable sweepers.**

Affected streets shall be swept a minimum of two times daily (e.g. mid-afternoon and at the end of the day) during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris. The swept material shall be disposed of in accordance with the standard specifications, project permits and these Special Technical Provisions.

Sweeping is considered a temporary erosion control measure or BMP. A fine of $100 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.

160.08 Maintenance

The Contractor shall maintain all temporary erosion control measures, devices, and/or BMPs placed in the work, for the duration of the project. Maintenance includes all Manufacture's recommendations, and includes but is not limited to the following:

- Damage to any temporary erosion control devices and/or BMPs during the course of the project shall be repaired by the Contractor immediately upon discovery and at his expense.
- Temporary erosion control devices and/or BMPs shall be inspected routinely and immediately after each rainfall event and at least daily during prolonged rainfall events. Any required repairs shall be made immediately.
- Construction limit and tree protection fencing shall be inspected daily and repaired, secured, and/or replaced as necessary to maintain and preserve its intended purpose.
- All signage as required for the project shall be routinely inspected and repaired or replaced upon discovery of damage, vandalism, and/or missing parts.
- Should the filter fence fabric decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

- Should a sediment log decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the sediment log shall be replaced promptly.
- Any single or group of gravel bag(s) shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.
- Any stakes and/or rope used to secure a sediment log in place shall be routinely inspected and repaired as necessary if found to be loose or ineffective.
- Sediment deposits and other debris shall be removed when they reach approximately one-half the height of the sediment barrier (or as recommended by the Manufacture) and disposed of in a manner acceptable to the Engineer, NDEP, TRPA, and in conformance with the SWPPP.
- Any sediment deposits remaining in place after the temporary erosion control measure and/or BMPs is no longer required shall be removed and disposed of in a manner acceptable to the Engineer, NDEP, TRPA, and in conformance with the SWPPP.

160.09 Measurement and Payment. Temporary BMPs including drainage inlet protection, dust control, and sweeping shall be measured as a lump sum bid price for "Water Pollution Control." Payment for Water Pollution Control 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.

Construction limit fencing shall be measured as per linear foot. Payment for any additional Construction Limit Fencing not shown on plans but as directed by engineering shall be made at the contract per linear foot 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.

Filter fence/sediment rolls shall be measured as per linear foot. Payment for any additional Construction Limit Fencing not shown on plans but as directed by engineering shall be made at the contract per linear foot 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.

Full compensation for conforming to the provisions of this Section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

SECTION 165 – DEWATERING AND/OR DIVERSION

165.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials as necessary to dewater, divert and/or bypass any groundwater or surface waters and to maintain a reasonably dry excavation or general work area for the proper installation, construction, curing, grow-in, maintenance, and completion of any improvements, including restoration activities, for a complete job in place as shown on the Project Plans, described in the Special Technical Provisions, the Project SWPPP and Standard Specifications, or as directed by the Engineer.

Dewatering and/or Diversion operations as stated herein, or as directed by the Engineer, are required to be performed at any time and on a continual basis, for the duration of the project and any ensuing maintenance period, as necessary to install, construct, complete and maintain all project improvements.

In general, the Contractor should expect/anticipate that groundwater may be encountered at any time the existing ground is disturbed within the project area, as a majority of the project site is located in an area adjacent to a Stream Environment Zone. Additionally, groundwater investigations have shown a groundwater depths during the late fall to be 4.5 feet in some areas and excavation up to 6 feet in depth will occur.

The Contractors attention is directed to the "Dewatering and Diversion Plan." All dewatering and/or diversion operations and activities shall be in complete compliance with the Project Plans, Project Permits, SWPPP, the Standard Specifications, these Special Technical Provisions, and other applicable regulatory agency requirements.

The Contractor shall be responsible for the installation, operation, maintenance, and removal of any dewatering and/or diversion systems as required for completion of the contract work. NTCD will design the dewatering plan with input from the Contractor and submit the plan to TRPA and NDEP for approval. Information required to be submitted shall include but is not limited to the following:

- Any Sub-Contractor information and proof of experience
- Access routes, pads, spill containment devices, and locations for equipment
- Sources for power supply and pump operation
- Dewatering/diversion system design performance measures for volume and pumping rates
- Pump equipment description, performance measures and manufacture's data sheets
- Intake and discharge locations, methods, and materials
- Disposal methods and any proposed treatment practices
- Provisions to provide back-up equipment and/or stage on-site
- Emergency plan to accommodate high flow flood events
- Other requirements as stated in the SWPPP

If the Contractor plans to conduct any dewatering and/or diversion operations, he/she shall contact the Engineer for authorization, prior to starting the work at a given location. In the event the Contractor initiates dewatering and/or diversion operations without prior authorization of the Engineer, no payment for that work will be made.

165.03 Dewatering and/or Diversion for SEZ Construction

Dewatering and/or diversion operations as necessary for, including but not limited to, the construction of the restored SEZ and associated structures shall be as shown on the accepted Dewatering and Diversion Plan, and in conformance with the Project Plans, SWPPP and these Special Technical Provisions. Discharge of all captured and/or diverted waters shall be in conformance with the SWPPP and all project permit regulations.

The general work area shall be sufficiently dry to allow for the proper construction and inspection of the proposed SEZ and associated structures, as well as the removal and/or abandonment of the existing structures, for a complete job in place as shown on the Project Plans and described in these Special Technical Provisions. The location and depth of sumps and/ or well points for pumping of ground water

or surface water is at the discretion of the Contractor but shall be reviewed and accepted by the Engineer prior to initiating the work involved.

The Dewatering and Diversion operations shall adequately protect the work area(s) from stormwater flows and prevent erosion and discharge of sediment or pollutants. In the event there is a storm event which increases the flow beyond what can be handled by the Contractor's established operations, the Contractor shall make provisions for and have equipment (i.e. pumps, piping, gravel bags, plastic sheeting, temporary dams, etc.) on standby to either provide additional pumping capacity to handle the additional flow, or provide for a complete gravity flow by-pass system. In addition the Contractor shall make all provisions to provide adequate protection of the active work area(s), avoid flooding and inundation of excavation(s), divert runoff to stabilized downstream areas away from any active work site(s), and reduce and/or prevent erosion and discharge of sediment or other pollutants.

165.04 Dirt Bag Device. 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, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices. **The Contractor shall submit a material specification for the 'Dirtbag' device, for acceptance of the Engineer, prior to placement in the work.**

Use of any 'Dirtbag' or other similar sediment control filter bag device used in coordination with pumping of sediment laden waters for discharge shall be as shown on the Project Plans and details and conform to the provisions of the Project Permits and SWPPP. The 'Dirtbag' shall be a commercially manufactured nonwoven geotextile fabric bag (polypropylene or equivalent) intended for such use, with a minimum grab tensile strength of 200 psi in any principal direction (ASTM D4632), and permittivity of 0.05 sec (ASTM D4491). For project area soils (source of sediment in waters) with more than 15% by weight passing a No. 200 sieve the fabric shall have an apparent opening size between 50 and 140, and for project area soils (source of sediment in waters) with less than 15% by weight passing a No. 200 sieve the fabric shall have an apparent opening size between 20 and 50. The geotextile fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide an expected usable life comparable to the anticipated construction period; ultraviolet stability shall exceed 70% after 500 hours of exposure (ASTM D4355). The 'Dirtbag' device shall have a fill spout large enough to accommodate a pump four (4) inch discharge hose and attachment straps to secure the hose in place. The Dirtbag' device shall be sized to accommodate the applicable flow rates and prohibit release of the target effluent. Location of any 'Dirtbag' device requires acceptance of the Engineer, equipment access for removal and off-site disposal, and the area shall be stable to prevent erosion. Placement of drain rock, fabric, or other suitable substance to create a stable discharge site is the responsibility of the Contractor. Any 'Dirtbag' device shall be fitted with straps strong enough for lifting and the device removed from the Project site and properly disposed of; **cutting open the device and leaving the captured sediment/fines in place is prohibited**. Removal and off-site disposal may be facilitated by placing the 'Dirtbag' device on pallets, crates, trailer, or some other small mobile device to dismiss the need for lifting the 'Dirtbag' device by straps.

165.05 Measurement and Payment

The "Dewatering/Diversion" bid item shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for "Dewatering/ Diversion" shall be made at the lump sum price bid, with no additional compensation therefore. The "Dewatering/Diversion" bid item shall be paid in full if any dewatering operations are required and

performed as part of the project work, as directed and accepted by the Engineer. No additional compensation will be allowed for if excess ground water or higher than expected creek flows are encountered and dewatering operations beyond what was anticipated by the Contractor is required for proper construction of the project improvements. All dewatering necessary for the proper installation, construction, and maintenance of the project improvements, including restoration activities shall be included in this bid item(s).

Full compensation for conforming to the provisions of this Section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

SECTION 170 – CLEARING AND GRUBBING

170.01 Description
This section covers the construction methods involved in all clearing and grubbing operations as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, SWPPP and/or as directed by the Engineer. Tree removal will be completed by others prior to this contract. Work under "Clearing and Grubbing" shall consist of furnishing all labor, tools, equipment, and materials as necessary to perform operations, including but not limited to, clearing and grubbing, topsoil salvage, stump removal, and disposal of waste and other miscellaneous debris in accordance with the Project Plans, Project Permits, SWPPP, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer.

170.02 Clearing and Grubbing
Clearing and grubbing shall consist of removing all objectionable and unacceptable natural or artificial materials from within the construction area project limits, and disposal of said material off the job site, in order to construct the project in a proper manner, in accordance with the Project Plans, Project Permits, SWPPP, Standard Specifications, these Special Technical Provisions, as directed by the Engineer, and other applicable Local, Regional, State, and Federal requirements. This work includes but is not limited to any earthen material, organic growth, willow and alder clumps, trees and stumps (less than 14-inches diameter at breast height – DBH will be measured at 4.5-ft above the existing ground surface on uphill side of tree), man-made deposits, industrial waste, sludge or landfill, and other materials as designated by the Engineer. Existing structures, to be preserved, shall be protected and restored upon completion of the work.

Clearing and grubbing shall extend to the outer limits of excavation and fill slope lines, except where slopes are to be rounded in which case the areas shall extend to the outside limits of slope rounding. Within the limits of clearing, all stumps and roots 1-1/2 inches in diameter or larger, buried logs, and all other objectionable material shall be removed up to three (3) feet below the existing ground surface or subgrade, whichever is deeper. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations. For typical protection of trees and other vegetation, see the Project Plans and SWPPP.

No live trees or downed logs or wood (equal to or greater than 14-inches diameter) shall be removed from the project site that are not identified and marked by the Engineer. In the event the Contractor removes any live trees or downed logs or wood (equal to or greater than 14-inches diameter) not marked by the Engineer, the Contractor shall be solely responsible for any and all fines and/or penalties

levied to the Contractor, Engineer, NTCD, NDSL, or applicable property owners in association with the removal.

For the purposes of this Project, willow, alder, and aspen, unless the aspen is shown on the plans are marked for removal, shall be considered part of the clearing and grubbing work and not charged as tree removal. Any willow, alder, or aspen material shall be removed and disposed of within the project limits/areas of disturbance (clearing and grubbing limits as shown on the Project Plans), unless specifically directed to be protected in place of as part of the work. Any removal and disposal of existing willow/alder vegetation shall be considered as part of the clearing and grubbing efforts, and no additional compensation shall be allowed for.

Existing signs, fences and other facilities within the construction limits shall be removed, salvaged, and/or reinstalled as shown on the Project Plans and as directed by the Engineer. If existing traffic control signs are removed (i.e. stop, yield signs) the Contractor shall install temporary signs of the same designation as close as possible to the original position, immediately upon completion of the clearing and grubbing work. Upon completion of the project these temporary signs shall be replaced with permanent signs of the same type and condition as prior to the Contractor's operations on the project site.

170.03 Stump Removal
Work under this item shall be considered part of the clearing and grubbing work and shall consist of furnishing all labor, tools, equipment and materials necessary for the removal and disposal of stumps depicted on the project plans, or as directed by the Engineer. Stump removal as described herein will only consist of stumps to be removed that are not directly associated with the removal of a tree (as defined herein - tree removal bid items and prices include the cost of removing the associated stump).

Trees and stumps designated for removal shall be removed to at least three (3) feet below finished grade. Ground trees and stumps intended for use as wood chip mulch shall conform to the requirements of these Special Technical Provisions. Trees and stumps not suited as wood chip mulch or for use in project improvements shall be removed and appropriately disposed of outside the project limits. The Engineer will determine which trees and stumps are suited for use as wood chip mulch and for use in project improvements. The Contractor shall schedule an inspection of stumps and trees with the Engineer, at least 10 days prior to the Contractor scheduling wood chipping operations, for a determination of what can be used as mulch.

Compensation for the removal of trees and stumps less than six (6) inch diameter and stumps greater than six (6) inch diameter, as necessary for construction of the various items of work as staked by the Engineer, shall be included in the clearing and grubbing bid item and no additional compensation shall be made therefore.

170.04 Work Outside of Stated Limits
The Contractor shall not, and no payment will be made to the Contractor, for clearing and grubbing outside the stated limits as shown on the Project Plans, or as described in these Special Technical Provisions, unless such work is authorized by the Engineer.

170.05 Existing Signs
Existing signs, snow markers and the like within the construction limits, which interfere with the work, shall be removed, salvaged and stored for later installation by Douglas County as directed by the

Engineer. If existing traffic control regulatory signs are removed (i.e. stop, yield signs, etc.) the Contractor shall install temporary signs of the same designation as close as possible to the original position immediately. Mail service shall not be interrupted at any time due to construction activities. Any materials that are damaged or lost shall be replaced in like kind of equal or better quality.

170.06 Protection of Plants
Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at his/her 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 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 accepted by the Engineer. Construction limit fence shall be installed around all trees to be protected near excavation limits at the dripline of the tree as shown on the Project Plans. If large roots of protected trees are encountered during excavation activities, work shall cease in this area and the Engineer shall be notified. Work shall commence as directed by the Engineer and TRPA.

170.07 Removal and Disposal of Materials
All materials scheduled or specified for removal and disposal shall be removed and hauled from the site at the Contractor's expense, unless otherwise specified, and disposed of outside of the Lake Tahoe Basin in accordance with TRPA ordinances and NAC 444.8565. The construction area shall be left with a neat and finished appearance.

170.08 Measurement and Payment
"Clearing and Grubbing" (including trees under 14-inch DBH) shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The lump sum price for "Clearing and Grubbing" (including trees under 14-inch DBH) shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the clearing and grubbing of the project site as shown on the plans and as specified in the Project Plans, Contract Documents, Project Permits, SWPPP, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer including the removal and disposal of all the resulting materials from the Tahoe Basin.

Full compensation for conforming to the provisions of this Section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

SECTION 175 – REMOVAL OF EXISTING IMPROVEMENTS (Bid-Alternate Item)

175.01 General.
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. Alternatively, the Douglas County Parks Department may remove the fencing and playground prior to construction and no compensation for this item will be allowed for. 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.

175.02 Remove Existing Fences
Work under this section shall include removal of existing fences as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. This includes removal and disposal of any and all fencing including buck and pole and associated fasteners. 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 Provisions.

175.03 Remove Existing Playground
Work under this section shall include removal of existing playground as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. This includes removal and disposal of any and all playground equipment including border containing equipment and mulch. 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 Provisions.

175.04 Measurement and Payment
"Removal of Existing Improvements" shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The lump sum price for "Remove Existing Improvements" shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the removal and disposal of the existing fencing and playground as shown on the project Plans and as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation shall be allowed for.

SECTION 180 – EXISTING UTILITIES AND UNDERGROUND FACILITIES

180.01 General
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 above or 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.

The Contractor shall not begin excavation work within the immediate vicinity of any know sanitary sewer force main or potable water main prior to contacting Kingsbury General Improvement District (KGID) at least five (5) working days in advance.

180.02 Potholing of Existing Utilities

The Contractor shall be responsible for verifying the location of all existing underground facilities within the project area, which may have potential to conflict with the location of proposed improvements, as shown on the Project Plans and as indicated by USA markings. Actual field conditions and locations can vary considerably from those shown on the Project Plans; therefore the Engineer and/or Owner cannot, and does not, assume responsibility for the existence or location of any underground structures such as, but not limited to, pipelines, laterals, conduits, valves, meters, vaults, manholes, junction boxes, and other components of a typical utility, drainage, or irrigation system. The Contractor shall be responsible for contacting all utilities, agencies and/or public and private owners to verify such information prior to and during construction of any of the proposed improvements.

The Contractor shall notify the Engineer in advance of all potholing activities. Any delays that may result from failure of the Contractor to locate and/or pothole a potential utility conflict shall be at the Contractor's expense. Any costs incurred due to relocations, shutoff, startup, or any other costs related to utility relocations due to the construction of the project, not otherwise provided for in a specific Contract item, shall be the responsibility of the Contractor.

All potholing, as identified in the paragraph above, shall be performed by the Contractor and considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed for.

If any existing utilities that are not shown by USA or on the Plans as indicated to be relocated by others are found to be in conflict with the proposed location of the improvements shown on the Plans, the Contractor shall contact the Engineer. The Engineer will either provide the Contractor with new grades/elevations to eliminate such conflicts or shall contact the utility agency to arrange for relocation of the conflicting utility. The Contractor shall coordinate all necessary activities with the utility agency in order to complete or facilitate the subject relocation(s). Such work shall be considered change order work.

180.03 Protect In Place Existing Facilities and Utilities
All utilities that are not to be relocated or removed shall be protected in place from injury or damage. Any damage 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 purveyor. Unless cleared by the utility purveyor, the Contractor shall be responsible for reimbursing said utility for any and all work required to repair or replace damaged facilities.

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

SECTION 190 – AC PAVEMENT

190.01 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. Paving may also be necessary to repair any damages to the staging area or road. This work shall include 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.

Aggregate base shall be produced from commercial quality aggregates and be Type 2, Class B conforming to Section 200 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 where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete 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.

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 200, "Aggregate for Base Courses" of the Standard Specifications.

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. 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 64-28 NV conforming to section 201 "Bituminous Materials", of the Standard Specifications.
B. Aggregate shall be Type 3 conforming to Section 201, of the Standard Specifications.
C. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work.

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.

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.

190.02 Rock Armor for Paving

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete construction of rock armor at the edge of new AC pavement. This work shall include excavation, subgrade preparation, border installation, and washed drain rock 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. Rock shall conform to Section 200 of the Standard Specifications.

190.03 Measurement and Payment
AC Pavement shall be measured on a per square foot basis. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the AC Pavement, including, but not limited to, aggregate base, grading, placement, and incidentals is included the unit price bid for AC Pavement and no additional compensation will be allowed.

Rock Armor for Paving shall be measure on a per linear foot basis. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the Rock Armor for Pavement, including, but not limited to grading, placement, and incidentals is included the unit price bid and 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 rock slope protection, gravel borders, aggregate base courses, bituminous courses, bedding and backfill, onsite boulder placement, and general rip-rap 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 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 Provisions.

All gravel, rock, and other loose aggregate imported to be used in the work at the site shall be thoroughly washed off site or in a location approved by the engineer so that each material runs clear when water is applied. 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. If rock from onsite is used, washing will not be required for placement in the SEZ and as parking barriers.

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 Provisions 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 Provisions, 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 Provisions. Include all applicable test results for specific gravity, resistance to degradation, absorption, durability index, and soundness (as described elsewhere in these Special Technical Provisions). 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.

	Requirement	Test Method
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.

In addition to the requirements of Section 200.07 of the Standard Specifications, 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, 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.

200.04 Placement

Hand and/or mechanical adjustments/placement of the stone materials are expected in order to meet the requirements stated herein. All stone products shall be placed to follow the lines and grades shown on the Project Plans. As directed Boulder Placement and as directed log placement shall be at the direction of the Engineer and no compensation will be made for boulders removed and placed without the approval of the engineer. Boulders and salvaged rock may need to be stockpiled to complete grading prior to placement. Logs will be stockpiled on site prior to the contractor's mobilization.

Prevent the contamination of stone features during excavation, placement, and/or backfill. All stone features shall be blended with adjacent rock areas and grades, by tapering margins, mixing rock color, and keying into and around existing bedrock, rock, soils, and vegetation. Exact elevations and horizontal locations of the stone materials and features as shown on the Project Plans may be slightly adjusted in the field by the Engineer, with no additional compensation allowed for.

200.05 Measurement and Payment

Rock Slope Protection shall be measured on a per square foot basis based on the extents of the surface rock rip rap. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the Rock Slope Protection, including, but not limited to grading, placement, chinking, and incidentals is included the unit price bid and no additional compensation will be allowed.

As Directed Boulder Placement (half ton to 1 ton) shall be measured on a per each basis. Half ton to one ton boulders vary in size from 24" to 35" average diameter which is the stone diameter measured in three places. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to move and place the half ton to 1 ton boulder is included the unit price bid and no additional compensation will be allowed.

As Directed Boulder Placement (1 ton to 2 ton) shall be measured on a per each basis. One ton to two ton boulders vary in size from 36" to 44" average diameter which is the stone diameter measured in three places. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to move and place the one ton to two ton boulder is included the unit price bid and no additional compensation will be allowed.

As Directed Log Placement shall be measured on a per each basis. Logs will vary in size from 20 to 28 inches in diameter and 10 to 15 feet in length. Logs will be stockpiled near the north end of the existing dirt parking area and the majority will be placed in the SEZ. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to move and place the logs is included the unit price bid and no additional compensation will be allowed.

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 205 – EARTHWORK

205.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for SEZ excavation/grading, field fill/grading, local borrow native soils, import, structural fill, rough grading, compaction, finish grading, loading, transport, onsite hauling, off-site hauling, temporary stockpile, off-site stockpile, processing/ conditioning, screening, placement, and disposal/salvage of unsuitable or surplus materials, for all the contract work items involved or delineated as excavation, earthwork, or grading as shown on the Project Plans, and as described in the Standard Specifications and these Special Technical Provisions. All excavations, fill, earthwork, and associated grading shall be made true to the lines and grades as shown on the Project Plans, 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 slopes and grading limits.

All finished areas with cut and/or fill slopes shall be graded as indicated on the Project Plans, staked in the field, and directed by the Engineer. The Contractor shall employ excavation and/or placement methods that does not disturb or damage other work. Areas that are shown to not have any excavation or grading shall be protected and remain undisturbed to protect the existing soil profile and vegetation cover.

Cobbles and boulders will likely be encountered during grading and can be incorporated in fill areas with the exception of the flat recreation areas. If these oversize particles conform to the description of materials as described in Section 200 of these Special Technical Provisions, they should be set aside for other applications on the project site as accepted and allowed per direction of the Engineer.

205.02 Miscellaneous and Temporary Grading and Excavation

Work under this item shall consist of providing all labor, tools, materials, and equipment necessary to perform minor excavation, temporary excavation and finish grading as directed by the Engineer. Miscellaneous and temporary excavation and grading includes excavation, grading, fill, compaction, and disposal of excess materials as necessary to construct the project improvements, maintain prevailing grades, and create minor drainage swales to ensure correct flow paths and positive drainage is maintained within the finished project site. In addition, miscellaneous grading and excavation shall include finish/contour grading within the project area to create natural shapes that transition smoothly to adjacent features, grades and slopes and generally provide for a natural appearance, in accordance with the Project Plans, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer. All such miscellaneous excavation and grading, including detailed finish grading as directed by the Engineer in the field to produce a natural finish, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

205.03 Local Borrow (Native Fill)

Selected material and other local borrow native earthen material encountered and/or generated on-site in excavation within the project limits may be used as backfill where shown on the Plans, as specified in the Special Technical Provisions, the Standard Specifications, or as directed by the Engineer.

All fill materials used in the work shall be in conformance with the Standard Specifications, these Special Technical Specifications, and 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. Any screening operations and processing of soils as

required for conformance with this section shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

205.04 Import
Importing of earthwork fill material, if necessary or required to meet the grades and elevations shown on the plans, shall be considered included in the Contractor's bid for the various items of work involved and no additional compensation will be made therefore. Should such imported material be required, the Contractor shall notify the Engineer of the borrow site location at least 72 hours in advance, and provide an adequate sample size (~ 1 cubic foot) so the Engineer can verify the suitability of the material. All imported materials shall be proposed by the Contractor in writing in accordance with the submittal requirements of these Special Provisions and the Standard Specifications. **It is not anticipated that any import will be necessary except for specific aggregates for paving, the sports turf area, and the decomposed granite trail.**

The Contractor shall perform and/or submit all material testing reports and other data as necessary to provide the Engineer with established laboratory values for optimum moisture and maximum dry density, for any imported material requiring density testing.

205.05 Unsuitable Soils, Surplus Earthen Material, and Stockpiles
Unsuitable soils, surplus soils, and other excess earthen materials shall be removed and disposed of in accordance with all local, state, and federal regulations from the project site as a part of this item of work. No unsuitable or surplus material may be disposed of within the rights-of-way or project limits. The Contractor shall make all arrangements for disposal of the materials at off-site locations (including disposal outside of Tahoe basin) and at the Contractor's expense.

All surplus materials generated from the project site during construction operations, including but not limited to, clearing and grubbing, topsoil salvage, storm drain excavation, and basin grading, shall be off-hauled and salvaged/disposed of outside the project limits and Tahoe basin (unless a specific off-site area is authorized for use by the Engineer and applicable regulatory agencies). Any shortage of material caused by premature disposal of the surplus or salvaged materials, by the Contractor, shall be replaced by him/her and no additional compensation will be allowed for such replacement.

205.06 Measurement and Payment.
"SEZ Excavation/Grading" shall be measured on a cubic yard basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The contractor shall bid based on the cut quantities provided on the Project Plans. If the contractor disputes the quantities provided on the plans, the contractor shall pay for and provide a survey, at his/her own expense and prepare the necessary figures and calculations to support the claim. Excess quantities will be paid for based on the original unit price bid. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the unit price.

"Fill/Field Grading" shall be measured on a cubic yard basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The contractor shall bid based on the fill quantities provided on the Project Plans. If the contractor disputes the quantities provided on the plans, the contractor shall pay for and provide a survey, at his/her own expense and prepare the necessary figures and calculations to support the claim. Excess quantities will be paid for based on the original unit price bid. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the unit price.

"Offhaul of Unsuitable Fill" shall be measured on a cubic yard basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The contractor shall bid based on the net cut quantities provided on the Project Plans. If the contractor disputes the quantities provided on the plans, the contractor shall pay for and provide a survey or truck haul and dump tickets, at his/her own expense and prepare the necessary figures and calculations to support the claim. Excess quantities will be paid for based on the original unit price bid. Any associated work required to offhaul unsuitable or excess fill shall be considered as included in the unit price.

The prices paid for the items covered under "Earthwork" shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the earthwork involved, including but not limited to, excavation, loading, transport, onsite hauling, local borrow, import, screening, conditioning, backfill, rough grading, scarifying, compacting, finish grading, disposal of unsuitable or surplus materials, and otherwise manipulating the existing ground surface and soils, and placing additional local borrow or import soils as required for the grading and construction of the designated basin and berm for a complete job in place to the lines and grades as shown on the Project Plans, and specified in the Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation will be allowed.

SECTION 225 – TRAIL (Bid-Alternate Item)

225.01 General
Trail is to be constructed on in accordance with the plans, these special provisions and in conformance with the Standard Specifications.

225.02 Installation
The site of the trail shall be compacted to 90 percent minimum relative compaction and treated for weeds per the Douglas County Weed Abatement specification. Douglas County Weed Abatement can treat the trail site prior to installation once the sub-grade is prepared for the contractor. Herbicide shall be commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Application of the herbicide shall pose no short- or long-term health threats to the installer or the general public.

Site must be inspected by the Engineer prior to installation of the trail materials. Engineer shall verify adequate clearing and grubbing, compaction, and weed treatment operations. Once approved, aggregate base subgrade shall be installed and compacted to 90 percent relative compaction. Aggregate base shall adhere to specifications in Section 200. Engineer shall verify aggregate base installation and compaction prior to installation of decomposed granite surface. Decomposed granite surface has be ¼" minus with fines and compacted to 90 percent relative compaction with a final smooth surface per plan. The gradation of the decomposed granite shall be per the following table.

Decomposed Granite Optimal Gradation		
Sieve	Sieve Size (mm)	Percent Passing (%)
3/8"	9.51	100%
#4	4.76	80-100%
#8	2.36	65=90%
#16	1.18	40-60%

#30	0.6	25-55%
#50	0.3	15-35%
#100	0.149	10-20%
#200	0.074	7-15%

225.03 Measurement and Payment

"Trail" shall be measured on the unit price established per linear foot, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for "Trail" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved installing a DG trail, complete in place, including any excavation, bedding, compaction, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

SECTION 230 – SPORTS TURF (Bid-Alternate Item)

230.01 General

Sports turf field is to be constructed on in accordance with the plans, these special provisions and in conformance with the Standard Specifications.

230.02 Installation

Sports turf surfacing will be installed by the Douglas County Parks Department, however, contractor is responsible for installing the subgrade where the turf field is shown on the plans. Site must be inspected by the Engineer prior to installation of the subgrade materials. Engineer shall verify adequate clearing and grubbing operations. Contractor shall compact the native soil subgrade prior to placing the crushed stone subgrade to 95%. Stone subgrade shall adhere to specifications in Section 200.

¾" crush granite subgrade shall be placed on top of compacted soil and compacted in place. ¼" crushed granite shall be placed as a leveling layer. All rock should be clean, double washed, and free of fines. After compacting the leveling layer, Contractor shall check the grades of the field in a 25 foot grid to verify planarity. Contractor may place addition leveling material to achieve planarity. The Douglas County Parks Department should be notified 72 hours prior to completion of the turf subgrade to schedule turf installation.

230.03 Measurement and Payment

"Sports Turf Subgrade" shall be measured on the unit price established per square foot, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for "Sports Turf Subgrade" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved installing the sports turf subgrade, complete in place, including any excavation, bedding, compaction, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

Appendix A: Stormwater Pollution Prevention Plan

Stormwater Pollution Prevention Plan (SWPPP)

Table of Contents

Site / Owner / Operator

Provide site, owner, and operator information.

Site	
ID Number	CSW- 47919
Name	Brautovich SEZ Restoration and Park Rehabilitation Project
Address Line 1	338 Andria Dr
Address Line 2	
City	Stateline
State	NV
Zip Code	89449
Contact Name	Meghan Kelly
Phone Number	775-586-1610 x30
Email Address	mkelly@ntcd.org

Owner	
Name	Douglas County
Address Line 1	1329 Waterloo Ln
Address Line 2	
City	Gardnerville
State	NV
Zip Code	89410
Contact Name	Scott Morgan
Phone Number	775-782-9829
Email Address	smorgan@douglasnv.us

Operator 1	
Name	Nevada Tahoe Conservation District
Address Line 1	400 Dorla Ct
Address Line 2	PO Box 915
City	Zephyr Cove
State	NV
Zip Code	89449
Contact Name	Meghan Kelly
Title	District Manager
Phone Number	775-586-1610x30
Email Address	mkelly@ntcd.org
If there is more than one operator, identify the areas and phases over which Operator 1 has control.	

Operator 2	
Name	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Contact Name	
Title	
Phone Number	
Email Address	
Identify the areas and phases over which Operator 2 has control.	

Operator 3	
Name	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Contact Name	
Title	
Phone Number	
Email Address	
Identify the areas and phases over which Operator 3 has control.	

Stormwater Team

List the name, title, and individual responsibilities for each member of the stormwater team. The stormwater team is responsible for overseeing the development of the SWPPP, any modifications to the SWPPP, and compliance with the requirements of the *Construction Stormwater General Permit NVR100000* (hereinafter referred to as the "Permit"). The team may include members who are not employed by the operator (such as third party consultants).

Stormwater Team Member 1	
Name	Meghan Kelly
Title	Site Engineer
Responsibilities	assuring correct installation and maintenance of construction BMPs and dewatering equipment, approving any changes, monitoring

Stormwater Team Member 2	
Name	Contractor (TBD)
Title	Excavation Contractor
Responsibilities	Installing and maintaining construction BMPs and dewatering equipment.

Stormwater Team Member 3	
Name	
Title	
Responsibilities	

Stormwater Team Member 4	
Name	
Title	
Responsibilities	

Stormwater Team Member 5	
Name	
Title	
Responsibilities	

Nature of Construction Activities

Describe the nature of the construction activities, including the size of the property and the total area expected to be disturbed by construction activities, construction support activity areas covered by the Permit, and the maximum area expected to be disturbed at any one time.

Nature of Construction Activities		
What is the size of the property?	4.6	acres
What is the total area expected to be disturbed by construction activities?	1.6	acres
What is the maximum area expected to be disturbed at any one time?	1.4	acres

Describe the construction support activity areas covered by the Permit. Construction support activities covered by the Permit are described in Permit section *1.2.1.2* and defined on page 40 of the Permit.

The Brautovich SEZ Restoration and Park Rehabilitation ("Project") is a joint effort between Douglas County and the Nevada Tahoe Conservation District ("NTCD"). The Project will restore a large portion of a County-owned parcel (APN 1319-18-401-003) to historic stream environment zone (SEZ), relocate the existing baseball field and playground to less sensitive lands within the parcel, and upgrade the parking and water quality features to help achieve the Lake Tahoe TMDL.

The Project will remove 3,500 CY of fill from a historic SEZ, relocate 2,100 CY of fill to a more upland area for 4 flat areas and slopes for park features including a turf field, picnic areas, and a playground, and upgrade a stormwater basin to more effectively treat the area. The Project will also pave 7 parking spaces and offhaul 1,400 CY of fill.

Emergency-Related Construction Activities

For earth-disturbing activities in response to a public emergency, document the cause of the public emergency, provide information substantiating its occurrence, and describe the construction necessary to reestablish affected public services.

Cause of the Public Emergency
Describe the cause of the public emergency (e.g., natural disaster, extreme flooding conditions, etc.).
NA

Substantiating Information
Provide information substantiating the occurrence of the public emergency (such as a state disaster declaration or similar state or local declaration). Attach supporting documentation to the end of the SWPPP.
NA

Necessary Construction
Describe the construction necessary to reestablish affected public services.
NA

Sequence and Estimated Dates of Construction Activities

Provide a schedule of the estimated start dates and the duration of the activity for installation of stormwater control measures, construction activities, cessation of construction activities, and stabilization of areas of exposed soil.

Installation of Stormwater Control Measures	
What is the estimated start date for the installation of stormwater control measures?	8 / 24 / 2020
What is the estimated duration of the installation of stormwater control measures?	As necessary for the duration of construction activities approximately 46 calendar days
When will the stormwater control measures be made operational? Prior to the start of construction activities	
Explain the sequence and schedule for installation of stormwater control measures. Temporary construction BMPs will be installed prior to construction. No construction activities will occur without adequate storm water control measures in place. After clearing and grubbing and prior to any storms, additional BMPs may be installed, if needed.	

Construction Activities	
What is the estimated start date of construction activities?	8 / 31 / 2020
What is the estimated duration of construction activities?	39 calendar days
Describe the intended sequence of construction activities. Construction activities include clearing and grubbing, grading, site preparation (i.e., excavating, cutting, and filling), final grading, and creation of soil and vegetation stockpiles requiring stabilization. 1. Installation of project signage and all temporary erosion control measures 2. Demolition of existing improvements 3. Excavation for the SEZ restoration and grading for the recreation improvements 4. Construction of the decomposed granite trail and the sports turf subgrade 5. Construction of paved parking as shown on the project plans 6. Revegetation and stabilization of all soils 7. Site clean up: Road sweeping, restoration of staging and access, removal of temporary BMPs 8. Installation of sports turf surface, fences, picnic tables	

Cessation of Construction Activities		
What is the estimated start date for the cessation of construction activities?	10 / 16 / 2020	
Will the cessation of construction activities be temporary or permanent?	○ Temporary	◉ Permanent
If the cessation of construction activities will be temporary, provide the estimated duration of the cessation of construction activities.	N/A	
Will the cessation of construction activities occur on the entire site (100%) or in designated portions of the site?	○ 100%	◉ Designated Portions
If the cessation of construction activities will occur in designated portions of the site, identify the designated portions of the site where the cessation of construction activities will occur. It is estimated that all grading will cease October 15, 2020. However, some construction activities such as revegetation and project site restoration may occur throughout the site and as indicated on the project plans.		

Stabilization of Areas of Exposed Soil	
What is the estimated start date for the *temporary* stabilization of areas of exposed soil?	9 / 7 / 2020
What is the estimated duration of the *temporary* stabilization of areas of exposed soil?	21 days
What is the estimated start date for the *final* stabilization of areas of exposed soil?	10 / 5 / 2020
What is the estimated duration of the *final* stabilization of areas of exposed soil?	14 days
Note: The dates for stabilization shall reflect the applicable deadlines in Permit section *3.6 Site Stabilization Requirements, Schedules, and Deadlines*.	

Departures from Initial Projections
If departures from initial projections for any of the activities on pages 6 and 7 of this SWPPP are necessary, identify and describe such departures. Alternatively, documentation describing such departures may be attached to the end of the SWPPP.

Site Description

Provide the following construction site information.

Site Description	
Project Name	Brautovich SEZ Restoration and Park Rehabilitation Project
Project Address	338 Andria Dr
Project City	Stateline
Project County	Douglas
Project APN	1319-18-401-003

Describe the site and its intended use after the Notice of Termination is filed (e.g., low density residential, shopping mall, highway, etc.)

Current site includes creek, parking area, stormwater basin, and ball field. Intended use is same.

What is the total area of the site?	1.6	acres
What is the estimated total area of the site expected to be disturbed by construction activities, including off-site supporting activities, borrow and fill areas, and staging and equipment storage areas?	1.6	acres
What percentage of the site is impervious before and after construction?	Before: 0	%
	After: 2	%

Describe the soils at the site, including the potential for erosion.

See Land Capability Report attached - "The underlying geologic material is hard, unweathered granodiorite (see inset on following page; map by California Department of Conservation, Saucedo, G., 2005). For the upland areas, the surface layers have a veneer of late Holocene colluvium due to natural, hillside sheet erosion. Except where filled, the SEZ soil is alluvial material deposited by a tributary of Edgewood Creek that originates northeast of the park property. The field investigation confirmed the presence of granitic rock parent materials, but no occurrence of granodiorite bedrock was encountered."

For areas where it is infeasible to maintain a 50-foot buffer in accordance with Permit section *3.5.1*, provide the reasons why the 50-foot buffer cannot be maintained, identify and describe the alternative additional erosion and sediment controls that were selected for the site, document the natural buffer width retained on the property, and attach any relevant documentation to the end of the SWPPP.

Because the construction project will excavate fill that was placed in a wetland, a 50 foot buffer will not be feasible. Excavation will be done during the driest part of the year to avoid groundwater. A Dewatering Plan has been established. See attachments.

Identify and describe all on-site and off-site material storage areas, including overburden, stockpiles of dirt, borrow areas, etc.

Two staging and storage areas has been identified. One is on pavement at the end of N. Benjamin Ct. and the other is on the existing dirt parking area within the park to be restored during the project. See Sheet iii of the Project Plans for exact location.

Attach a general location map to the end of the SWPPP. The map should contain enough detail to identify the following items:

- the location of the construction site and one-mile radius
- the waters of the State of Nevada, including tributaries, within a one-mile radius of the site

Site Map(s)

Attach a site map or series of maps to the end of the SWPPP.

Site Map(s)	
Attach, to the end of the SWPPP, a legible site map or series of maps completed to scale. The map(s) should show the entire site and identify all of the items listed below. Check the box next to each item to confirm that the item is identified on the map(s).	
☑	Topography of the site, existing types of cover (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of flow onto, over, and from the site both before and after major grading activities
☑	Areas of soil disturbance and areas that will not be disturbed
☑	Boundaries of the property
☑	Locations where construction activities will occur, noting any phasing
☑	Locations where sediment or soil will be stockpiled
☑	Locations of any crossings of surface waters
☑	Designated points on the site where vehicles will exit onto paved road
☑	Locations of construction support activity areas covered by the Permit
☑	Locations of temporary and permanent stormwater control measures identified in this SWPPP
☑	Locations where stabilization control measures are expected to occur
☑	Areas protected by buffers (i.e., either the 50-foot buffer or other buffer areas retained on site when within 50 feet of perennial water) consistent with Permit section *3.5.1*, as well as the boundary line of all such buffers
☑	Locations of on-site material, waste, borrow areas or equipment storage areas, and other supporting activities (per Permit section 1.2.1.2)
☑	Locations of all potential pollutant-generating activities identified on pages 14-15 of this SWPPP
☑	Locations of all surface waters and any impaired waters within ¼ mile of the site
☑	Stormwater discharge locations, using arrows to indicate discharge directions, including: • locations where stormwater and/or allowable non-stormwater discharges are discharged to a Water of the U.S. • locations of any discharges to municipal separate storm sewer systems (MS4s) from the construction site
☑	Areas where final stabilization has been accomplished and no further construction permit requirements apply
☑	Location of trees and boundaries of environmentally sensitive areas and buffer zones to be preserved

Receiving Waters

Identify the receiving waters.

Receiving Waters
Identify the name of the receiving water(s) and the areal extent and description of wetland or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from disturbed areas of the construction site.
The receiving water for the project area is a tributary of Edgewood Creek. Edgewood Creek is a tributary of Lake Tahoe.

Impaired Water		
Is any discharge point from the construction site within ¼ mile of impaired water?	○ Yes	◉ No
If any discharge point from the construction site is within ¼ mile of impaired water, identify any common construction-related pollutants, such as sediment, sediment-related parameters, and nutrients (including nitrogen and phosphorous), listed on the 303(d) list that may potentially be discharged from the construction site and describe additional or enhanced control measures to minimize discharges of these pollutants. The 303(d) list can be found on the Nevada Division of Environmental Protection (NDEP), Bureau of Water Quality Planning (BWQP) website (https://ndep.nv.gov/water/rivers-streams-lakes/water-quality-standards/303d-305b-water-quality-integrated-report).		

Stormwater Control Measures

Describe the stormwater control measures that will be used during construction activity.

Stormwater Control Measures
Identify and describe all control measures as required by Permit section *3.0* that will be implemented and maintained as part of the construction project to reduce and control pollutants in stormwater discharges from the construction site. Include control measures used at support activity areas.
Control Measure 1
Erosion and Sediment Control- will include drainage inlet protection, filter fence, sediment rolls, perimeter control through construction limit fencing, daily sweeping, dust control, and properly stored spoil piles.
Control Measure 2
Site Stabilization- Temporary stabilization will be achieved by above described erosion and sediment control measures, activity sequencing, and utilizing site topography. Permanent stabilization will include revegetation using seed and salvaged plants and mulching. The project site will be considered stabilized upon the completion of construction activities.
Control Measure 3
Pollution Prevention- The paved staging and storage area will be the only designated areas for any hazardous waste, fueling, and materials storage. All materials shall be stored in accordance with local, state, and federal regulations as well as the NDEP 2015 Construction Stormwater General Permit.
Control Measure 4
Dewatering and Diversion- see attached plan.
Control Measure 5
Control Measure 6

Stormwater Control Measures for Major Construction Activities
For each major construction activity at the site, describe the appropriate control measures and the general timing (or sequence) during the construction process that the measure will be implemented and identify the operator responsible for implementation of the control measures. Fill out one table for each major construction activity.

Construction Activity 1
Identify the type of construction activity. Staging and Storage
Describe the control measure(s) used for this activity. The staging and storage areas will be the only designated area for any fueling and materials storage. All materials shall be stored in accordance with local, state, and federal regulations as well as the NDEP 2015 Construction Stormwater General Permit. Access to staging area will be via N. Benjamin only. BMPs such as perimeter fencing and DI protection will be installed in staging area as shown in figures to prevent run-off.
Describe the general timing/sequence during the construction process that the measure(s) will be implemented. Throughout construction activities.
Which operator is responsible for implementation of this control measure? Contractor

Construction Activity 2
Identify the type of construction activity. Grading
Describe the control measure(s) used for this activity. Temporary BMPs such as filter fence will be used for construction erosion control to protect the existing tributary. Permanent measures include rehabilitation of an existing water quality basin. robust native revegetation, and rock slope protection. The project requires net cut. Off haul will be conducted immediately to minimize the need for spoil pile storage. See Dewatering and Diversion Plan for measures associated with potential groundwater interception
Describe the general timing/sequence during the construction process that the measure(s) will be implemented. Grading will occur over 35 days in Sept and October 2020 and will be stabilized by October 16, 2020.
Which operator is responsible for implementation of this control measure? Contractor

Construction Activity 3
Identify the type of construction activity. Paving
Describe the control measure(s) used for this activity. Pollution Prevention- The staging and storage area will be the only designated area for any waste, fueling, a concrete washout facility, and materials storage. All materials shall be stored in accordance with local, state, and federal regulations as well as the NDEP 2015 Construction Stormwater General Permit. The paving itself is also an erosion control measure since the previous parking area was bare soil without proper drainage BMPs.
Describe the general timing/sequence during the construction process that the measure(s) will be implemented. Measures will be implemented after grading is completed, likely first two weeks of October, 2020. Installation will not occur during storm events or inclement weather.
Which operator is responsible for implementation of this control measure? Contractor

Construction Activity 4
Identify the type of construction activity. Dewatering and Diversion
Describe the control measure(s) used for this activity. See attached Dewatering and Diversion Plan
Describe the general timing/sequence during the construction process that the measure(s) will be implemented. As necessary during grading activities
Which operator is responsible for implementation of this control measure? Contractor

Construction Activity 5
Identify the type of construction activity. Trail/Sports Turf Subgrade Installations
Describe the control measure(s) used for this activity. Only clean materials will be used. Temporary BMPs will remain in place.
Describe the general timing/sequence during the construction process that the measure(s) will be implemented. First 2 weeks of October - after major grading is complete and soils are stabilized near the tributary
Which operator is responsible for implementation of this control measure? Contractor or Douglas County depending on bid.

Construction Activity 6
Identify the type of construction activity.
Describe the control measure(s) used for this activity.
Describe the general timing/sequence during the construction process that the measure(s) will be implemented.
Which operator is responsible for implementation of this control measure?

Potential Pollutant Sources

Identify and describe any pollutant sources expected to be associated with the project.

Potential Pollutant Sources
Identify all potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharges from the construction site. Also identify the location of and describe any pollutant sources, including any non-stormwater discharges expected to be associated with the project, from areas other than construction (i.e., support activities including stormwater discharges from dedicated asphalt or concrete plants and any other non-construction pollutant sources such as fueling and maintenance operations, materials stored on-site, waste piles, equipment staging yards, etc.).

Potential Pollutant Source 1
What is the location of the potential pollutant source?
Stormwater discharges and tracked dirt from equipment from grading areas as show on the plans.
Describe the potential pollutant source.
Sediment could run off in stormwater discharges from temporarily unstable grading areas. Dust could be propagated and sediment could be tracked from temporarily unstable grading areas.

Potential Pollutant Source 2
What is the location of the potential pollutant source?
Staging and storage area
Describe the potential pollutant source.
Stormwater and non-stormwater discharges from materials storage, fuel, concrete and paving materials

Potential Pollutant Source 3
What is the location of the potential pollutant source?
Groundwater dewatering
Describe the potential pollutant source.
If groundwater is encountered during excavation, it will have to be disposed of properly to complete the work. See the Dewatering and Diversion Plan.

Potential Pollutant Source 4
What is the location of the potential pollutant source?
Describe the potential pollutant source.

Potential Pollutant Source 5
What is the location of the potential pollutant source?
Describe the potential pollutant source.

Potential Pollutant Source 6
What is the location of the potential pollutant source?
Describe the potential pollutant source.

Potential Pollutant Source 7
What is the location of the potential pollutant source?
Describe the potential pollutant source.

Spill Prevention & Response

Describe procedures to prevent and respond to spills, leaks, and other releases. Other existing spill prevention plans, such as the Spill Prevention Control and Countermeasure (SPCC) plans developed for the construction activity under Part 311 of the Clean Water Act (CWA), or spill control programs otherwise required by NDEP permits for the construction activity, may be referenced provided that a copy of that other plan is kept onsite with the SWPPP. Attach a copy of any referenced plan(s) to the end of the SWPPP.

Container Labeling

Describe procedures for plainly labeling containers (e.g., "Used Oil", "Pesticides", etc.) that could be susceptible to spillage or leakage to encourage proper handling and facilitate rapid response as spills or leaks occur.

Containers will be clearly labeled before arriving on site. Temporary containers will be labeled before use. Material safety data sheets (MSDS) will be kept on site for all necessary materials.

Preventive Measures

Describe preventive measures such as barriers between material storage and traffic areas, secondary containment provisions, and procedures for material storage and handling.

Construction equipment shall be stored at the designated staging area at the end of each work day. The Contractor will divert concentrated stormwater runoff around equipment, vehicles, and materials staging areas. Tracking control devices will be maintained to and from all work areas to paved areas (e.g. stabilized gravel entrance and rumble strips). All vehicular access from work areas to paved areas will utilize the tracking controls. All fueling will occur in the designated staging area. The Contractor shall maintain all construction equipment, to prevent oil and fluid leaks. The Contractor shall regularly inspect all equipment and vehicles for fluid leaks. Pallets and secondary containment areas shall be provided for chemicals, drums, or bagged materials that require special controls.

Spill/Leak Stoppage, Containment, and Cleaning

Describe procedures for expeditiously stopping, containing, and cleaning up spills, leaks, and other releases.

All staging areas must a have an appropriate spill response and cleanup kit available and visible at these locations. Should materials spills occur; materials and/or contaminants will be promptly cleaned from the Project site and recycled or disposed of to the satisfaction of NDEP. All on-site construction personnel shall be trained in spill prevention practices and provided visibly available spill containment kits at all staging areas. All Contractors are responsible for instructing their personnel on how to effectively deploy and properly use the spill containment kits.

The Contractor shall store an adequate amount of extra BMP materials such as silt fence, fiber rolls, and gravel bags on site for use during major storm events or accidental water and sewer line utility breaks. In the event of any accidental water and sewer line utility breaks the Contractor shall immediately contact NTCD, who will provide immediate notice to TRPA, NDEP, Douglas County, and the appropriate utility provider.

Identify the name or position of the employee(s) responsible for detecting and responding to spills or leaks.

Site Engineer, Meghan Kelly

Spill/Leak Notification

Describe procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under 40 Code of Federal Regulations (CFR) Part 110, 40 CFR Part 117, or 40 CFR Part 302, occurs during a 24-hour period. Contact information shall be in locations that are readily accessible and available.

Facility Personnel

Site Engineer Meghan Kelly 775-901-9251

Emergency Response Agencies

NDEP Spill Response 775-687-9485

Regulatory Agencies

TRPA 775-588-4547

Waste Management

Describe procedures for handling and disposing of all wastes generated at the site.

Waste Management Procedures

Describe procedures for handling and disposing of all wastes generated at the site, including, but not limited to, clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste.

The amount of construction materials stored on site shall be minimized. Soil materials shall not be stockpiled on site over a weekend (Saturday, Sunday and Holidays) unless they are completely covered (in accordance with TRPA and NDEP standards, regulations and permits) and tacked down or secured with a 12 inch diameter fiber roll installed around the entire perimeter.

Solid waste dumpsters, if used, shall be covered during storm events and locked at the end of each work day. The dumpster cover will be carefully secured to withstand weather conditions and animal intrusion. The Contractor shall separate wastes and recycle or dispose of them off-site n compliance with local, regional and/or state regulation.

The Project requires the use of heavy mechanical equipment, machinery and materials which have the potential to generate solid and liquid wastes that requires proper disposal. All construction related material waste such as, excess sediment/soil, aggregate, decomposed granite, excess pipe, etc., will be disposed of at a site approved by NTCD, NDEP and TRPA.

The Contractor shall place liquid wastes (i.e. grease, oil, oil filters, antifreeze, cleaning solutions, batteries, hydraulic fluids, transmission fluids, etc.) in proper sealed containers, store the containers in designated storage areas, and ultimately properly dispose or recycle the materials off-site.

Documentation Requirements

Provide the following information.

Notice of Intent (NOI)
Attach, to the end of the SWPPP, a copy of the signed electronic NOI certification page submitted to the NDEP.

Approval Letter
Attach, to the end of the SWPPP, a copy of the approval letter received from the NDEP.

Permit
Attach a copy of the Permit to the end of the SWPPP.

Significant Spills/Leaks/Releases
Describe any incidences of significant spills, leaks, or other releases that resulted in discharges of pollutants in stormwater to a regulated MS4 or waters of the State of Nevada that meet the definition of Waters of the U.S. Include the date of occurrence, the circumstances leading to the release, actions taken in response to the release, and measures taken to prevent recurrence of such releases.

Structural Control Measure Repairs
Attach, to the end of the SWPPP, documentation of repairs made to structural control measures. Such documentation shall include the date(s) of discovery of areas in need of repair/replacement, date(s) that the structural control measure(s) returned to full function, and the justification for any extended repair schedules.

Inspection Reports
Attach, to the end of the SWPPP, all inspection reports including post-storm event inspections.

Corrective Action
Describe any corrective action taken at the site. Include events and dates when problems were discovered and modification occurred.

Buffer Documentation
If the site's disturbance area is located within 50 feet of perennial water, attach buffer documentation to the end of the SWPPP.

Employee Training Records
Attach records of employee training to the end of the SWPPP. Records should include the date training was received.

Plans Required By Other Agencies
The SWPPP may incorporate by reference the appropriate elements of plans required by other agencies. Attach, to the end of the SWPPP, a copy of the requirements incorporated by reference.

DeMinimis Discharges
For DeMinimis discharges, describe the discharge, provide the beginning and end dates of the discharge, and attach a copy of the sampling analysis report to the end of the SWPPP.

DeMinimis Discharge 1	
Start Date	**Description**
_____/_____/_____	
End Date	
_____/_____/_____	

DeMinimis Discharge 2	
Start Date	**Description**
_____/_____/_____	
End Date	
_____/_____/_____	

DeMinimis Discharge 3	
Start Date	**Description**
_____/_____/_____	
End Date	
_____/_____/_____	

Post-Construction Stormwater Management
Describe the stormwater management control measures that will be installed during the construction process to control pollutants in stormwater discharges after construction has been completed.
Stormwater originating from the new AC pavement will be treated in the rock armor. The sports turf will have a drainage and infiltration system installed below. No other stormwater is expected to originate onsite as there are minimal impervious services. All disturbed surfaces will be revegetated or mulched after disturbance. Stormwater from the upstream neighborhood will be treated at the retrofit stormwater basin on the site.

Inspection, Maintenance, and Corrective Action

Describe the procedures operators will follow for maintaining their stormwater control measures, conducting site inspections, and, where necessary, taking corrective actions, in accordance with Permit sections *3.0 Effluent Limitations Applicable to All Discharges from Construction Sites*, *4.0 Effluent Limitations Applicable to Sites Using Constructed Stormwater Conveyance Channels or Sediment Basins* , and *5.0 Inspections*.

Inspection Procedures

Describe the procedures operators will follow for conducting site inspections.

All areas of disturbed and bare soil, areas used for storage of materials and equipment that are exposed to precipitation, on-site vehicle entrance and exit locations and all on-site erosion and sediment control BMPs shall be routinely inspected. Dewatering and diversion equipment shall be inspected daily at a minimum or as necessary to ensure functioning. Inspectors shall keep record daily construction activities and BMP conditions. Inspection the entire project area will occur prior to storm events and the engineer or NTCD inspector will direct the Contractor to take the appropriate corrective actions.

Identify the personnel responsible for conducting inspections.

Site Engineer - Meghan Kelly

Provide the inspection schedule that will be followed based on whether the site is subject to Permit section *5.2 Routine Site Inspection Procedures*, or whether the site qualifies for the reduced inspection frequency in Permit section *5.3 Reduced Inspection Schedule*. If the site qualifies for a reduced inspection schedule in accordance with Permit section *5.3 Reduced Inspection Schedule*, include the beginning and ending dates of the reduced inspection period.

Inspection shall comply with section 5.2 Routine Site Inspection Procedures for the duration of construction activities.

Routine Facility Inspection Documentation

Attach all documented findings of each routine site inspection to the end of the SWPPP. Routine facility inspection documentation requirements are outlined in Permit section *5.4 Routine Facility Inspection Documentation*.

Inspection Results

Attach, to the end of the SWPPP, records of actions taken based on inspection results in accordance with Permit section *5.5 Inspection Results*.

Inspection or Maintenance Checklists
Attach any inspection or maintenance checklists or other forms that will be used to the end of the SWPPP.

Maintenance Procedures
Describe the procedures operators will follow for maintaining their stormwater control measures.
See dewatering plan

Corrective Action Procedures
Describe the procedures operators will follow for taking any necessary corrective actions.
Site engineer will notify contractor of any deficiencies and contractor will have less than 24 hour to remedy.

Additional Information

Provide the following additional information.

Discharges To Water Quality Impaired Waters		
Does the facility discharge to a surface water contained in the current 303(d) *Impaired Water Body* listing issued by the NDEP BWQP that is impaired for (1) sediment or a sediment-related parameter, such as total suspended solids (TSS) or turbidity, and/or (2) nutrients, including impairments for nitrogen and/or phosphorous?	○ Yes	◉ No

If yes, make one of the following demonstrations (check the appropriate box to indicate which one has been selected) and attach such data and technical information to the end of the SWPPP:

☐	That the site will employ measures to prevent the discharge of stormwater pollutant(s) for which the waterbody is impaired; or
☐	That the discharge from the site has no potential to contain the pollutants causing impairment; or
☐	That the discharge is not expected to cause or contribute to an exceedance of an applicable water quality standard.

Control Measure Addition/Repair/Modification

If it is determined, based on an inspection of control measures performed in accordance with the inspection requirements of Permit section *5.0 Inspections*, that installation of additional control measures, or significant repair or modification of existing control measures, is necessary, and implementation before the next storm event is impracticable, document the reason(s) for the delay in the area below.

Identify and describe the modifications made to control measures.

Permit Requirement Waiver
If the project is waived from complying with a specific requirement in Permit section *3.0 Effluent Limitations Applicable to All Discharges from Construction Sites* in accordance with Permit section 3.1.1, document this fact in the area below.

Departures from Design Specifications
Explain any departures from design specifications for the installation of all stormwater control measures.

Culvert Stabilization
If culverts are present on the site, describe the measures implemented to sufficiently minimize the threat of erosion at culvert locations to prevent the formation of rills and gullies during construction.

Unique Construction Disturbances
If the project involves construction approved under a CWA Section 404 permit or construction of a water-dependent structure or water access area (e.g., pier, boat ramp, trail), document this fact in the area below and on the site map.

Linear Construction Projects
For linear construction projects where it is infeasible to comply with the requirements of Permit section *3.5.1.2*, document the rationale for why it is infeasible to do so, and describe any buffer width retained and/or supplemental erosion and sediment controls installed.
For linear projects with rights-of-way that restrict or prevent the use of perimeter controls required by Permit section *3.5.2 Install Perimeter Controls*, identify the areas where it is impracticable to maximize the use of perimeter controls and explain why it is impracticable to do so.

Track-Out
If site conditions make it infeasible to install structural controls to prevent track-out (e.g., linear project along a paved right-of-way), explain why such controls cannot be installed and describe the alternative measures that will be used to prevent, monitor, and remove track-out sediment from paved roadways.

Sediment or Soil Stockpiles
If it is infeasible to place sediment or soil stockpiles away from stormwater conveyances, such as curb and gutter systems, and streets leading to such conveyances, explain why it is infeasible to do so.

Non-Vegetative Stabilization Methods
Describe all non-vegetative methods of stabilization employed at the site.
rock slope protection will be used on steep slopes. AC pavement will be used where parking will occur. Mulch and DG will be used for high traffic areas.

Discharges to Impaired Waterbodies Without Established Total Maximum Daily Loads
If the site discharges to a water quality-impaired water (contained in the current 303(d) impaired water body listing) for which a Total Maximum Daily Load has not been established, describe the condition for which the water has been listed and include a demonstration that the Best Management Practices that are selected for implementation will be sufficient to ensure that the discharges will not cause or contribute to an exceedance of an applicable State water quality standard.
Construction is to be done when there is little to no flow in the tributary to Edgewood Creek

Sediment Basin Discharges
If the use of outlet structures that withdraw water from the surface of the sediment basin in order to minimize the discharge of pollutants is determined to be infeasible, explain why it is infeasible and attach any supporting documentation to the end of the SWPPP.

Additional Discharge Requirements
Where NDEP determines it is necessary to impose additional requirements on the discharge, attach a copy of any correspondence describing such requirements to the end of the SWPPP, and describe the stormwater control measures that will be used to meet such requirements.

Signature Requirements

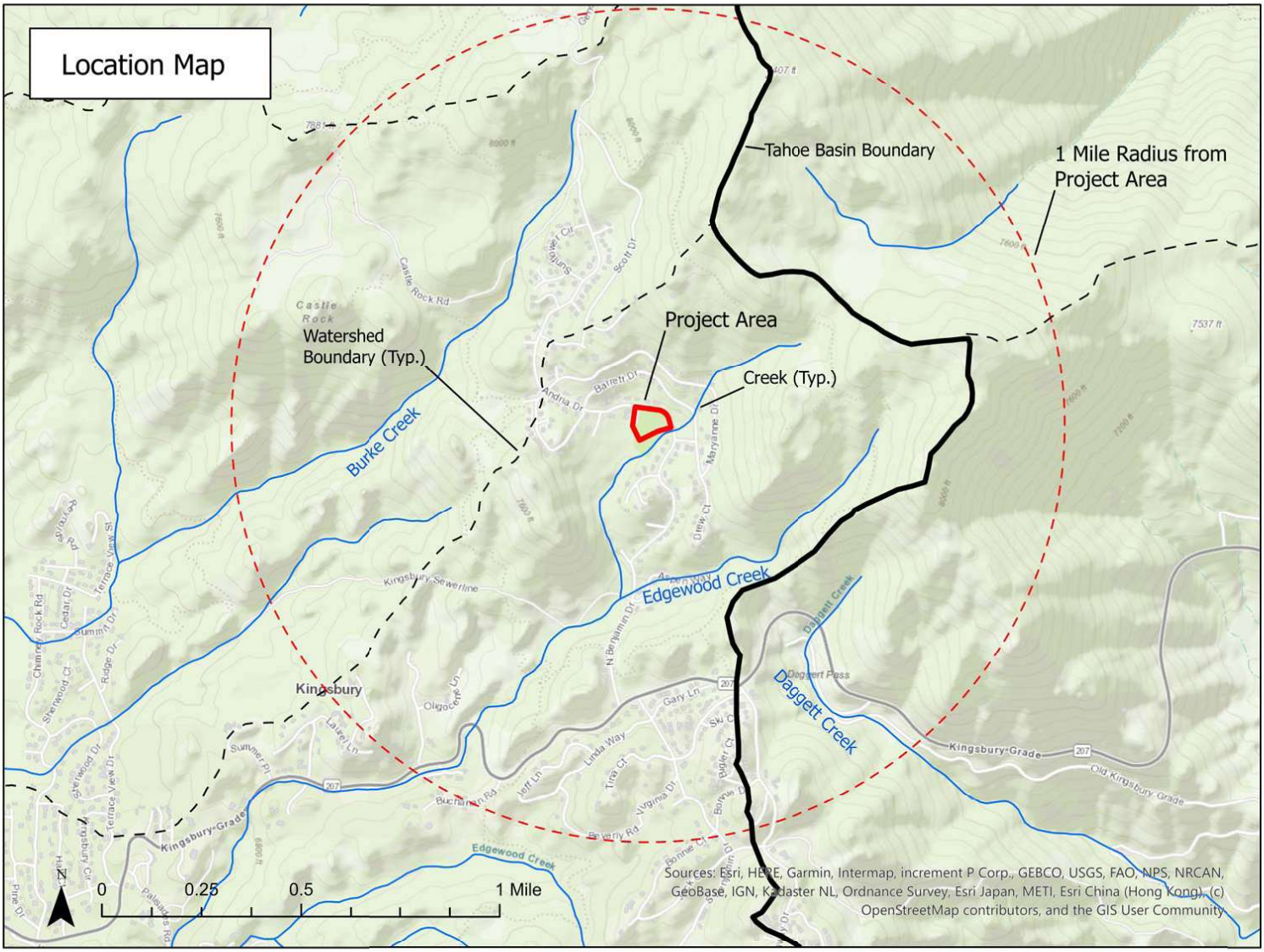
Print out the completed SWPPP and sign and date below in accordance with Permit section *7.23 Signature Requirements*. All operators shall also sign and certify the SWPPP in accordance with the Permit signature requirements. Digital signatures are not accepted.

Adherence Statement	
"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."	
Name (print)	**Title**
Meghan Kelly	Site Engineer, Operator
Signature	**Date**
	07 / 28 / 2020

Operator 1	
Name (print)	**Title**
Signature	**Date**
	/ /

Operator 2	
Name (print)	**Title**
Signature	**Date**
	/ /

Operator 3	
Name (print)	**Title**
Signature	**Date**
	_____/_____/_____


Location Map
Tahoe Basin Boundary
1 Mile Radius from Project Area
Project Area
Watershed Boundary (Typ.)
Creek (Typ.)
Burke Creek
Edgewood Creek
Daggett Creek
Kingsbury
Kingsbury Grade
Castle Rock Rd
Kingsbury Sewerline
Old Kingsbury Grade
N
0
0.25
0.5
1 Mile
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Re: Stormwater Construction Permit NVR100000
Site ID: CSW-47919
Project Name: Brautovich Park

Date: 7/24/2020

Owner: Douglas County

Scott Morgan
1329 Waterloo Ln

Gardnerville NV 89410

Operator: Nevada Tahoe Cons Dist

Meghan Kelly
400 Dorla Ct
PO Box 915
Zephyr Cove NV 89448

Renew NO *** If this is a Renewal Application, NO filing fee is required.**

Submission of this Electronic Notice of Intent constitutes notice that the Permittee identified in this request intends to be authorized by a permit issued by the State of Nevada and has or will comply with the following:

1. The Permittee will comply with all applicable permit conditions,
2. The Permittee understands that implementation of all controls required under by a General Permit will begin at the time the permittee commences work on the project identified in this application;
3. The Permittee understands that failure to submit the required $200.00 fee and this signed Certification Page within 30 days of the electronic submittal will result in failure for eligible coverage under the General Permit; and,
4. That Nevada Administrative Code (NAC) 445A requires that a Permittee (discharger) who is covered under a general permit shall pay to the Director/Division an annual services fee on or before July 1 of each year that the discharger is covered under that permit; and,
5. To terminate coverage of a General Permit, the Permittee must submit a Notice of Termination ("NOT") form when their facility no longer has any discharges associated with the site identified in this application for General Permit coverage.

Please mail the filing fee of $200.00 along with this notice to:

Bureau of Water Pollution Control
Nevada Division of Environmental Protection
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

For General Stormwater questions, please call 775-687-9442.
For questions regarding other general permits please call 775-687-9492.

Project located in whole or in part on tribal lands: No

NOI Certification Statement

"I hereby certify that I am familiar with the information contained in the application and that to the best of my knowledge and ability such information is true, complete, and accurate."

Owner or Operator Name (Please Print): Meghan Kelly

Signature (Please use a Non-Black Ink Color): Meghan C Kelly

Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained by the provisions of Nevada Administrative Code (NAC) 445A, or by any permit, rule, regulation, or order issued pursuant thereto, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of Nevada Administrative Code (NAC) 445A, inclusive, or by any permit, rule, regulation, or order issued pursuant thereto, is guilty of a gross misdemeanor and shall be punished by a fine of not more than $10,000 or by imprisonment in the county jail for not more than 1 year, or by both fine and imprisonment.

Attachmed File: Final Brautovich Plans July 2020_flattened_red.pdf

Keep The Below Entered Information As Your Record

(New Permit: CSW-47919)

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Section 1

****

Facility / Site Information

Estimated Area to be Disturbed (in acres): **1.60**
Site Name: **Brautovich Park**
Address Line 1: **338 Andria Dr**
Address Line 2:
City / State / Zipocde: **Stateline, NV 89448-____**
Contact Name (Phone #): **Ms.Meghan Kelly (7755861610)**
Email: **mkelly@ntcd.org**
Name of Receiving Water and /or Description of Discharge Location: **Edgewood Creek**
Frequency of Discharge: **Unlikely**
Estimated Flow in Gallons: **0**
Estimated Begin - End Date: **08/31/2020 - 10/16/2020**

SWPPP Information

Address Line 1: **338 Andria Dr**
Address Line 2:
City State / Zipocde: **Stateline, NV 89448-____**
Contact Name (Phone #): **Ms.Meghan Kelly (7755861610)**

Location / GIS Information

Assessor's Parcel Number (APN): **1319-18-401-003**
Standard Industrial Classification (SIC) Code: **CNST - Construction General Permit**
County(ies): **Douglas**

****

Section 2, 3 And 4

****

Owner Name and Address

Is the Owner the Permittee? - **NO**
Owner Name: **Douglas County**
Address Line 1: **1329 Waterloo Ln**
Address Line 2:
City / State / Zipocde: **Gardnerville, NV 89410**
Contact Name: **Mr.Scott Morgan**
Contact Phone #: **7757829829**
Taxpayer ID (TIN): **331044148**
Legal Status: **County**

Operator Name and Address

Is the Operator the Permittee? - **YES**
Operator Name: **Nevada Tahoe Cons Dist**
Address Line 1: **400 Dorla Ct**
Address Line 2: **PO Box 915**
City / State / Zipocde: **Zephyr Cove, NV 89448**
Contact Name: **Mrs.Meghan Kelly**
Contact Phone #: **7755861610**
Taxpayer ID (TIN): **331044148**
Legal Status: **Public (Other than Federal)**

Billing/Invoicing

Send Annual Billing/Invoicing Information to: **Operator**

Attachments

Attached File Name: **Final Brautovich Plans July 2020_flattened_red.pdf**

Appendix B: Dewatering Plan

PRELIMINARY DEWATERING PLAN

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT

Prepared For:

Prepared By:

July 27, 2020

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1.0 BACKGROUND AND OBJECTIVES

The Brautovich SEZ Restoration and Park Rehabilitation Project proposes to restore a large portion of a County-owned parcel (APN 1319-18-401-003) to historic stream environment zone (SEZ), relocate the existing baseball field and playground to less sensitive lands within the parcel, and upgrade the parking and water quality features to help achieve the Lake Tahoe TMDL.

The Project will excavate 3,500 CY man-placed fill from a historic SEZ and use 2,100 for fill to create a field and 3 other flat areas to be used for a playground and picnic areas in the northwest corner of the parcel. The project will then revegetate the SEZ with native plants, install a decomposed granite trail, install paved parking, and park improvements such as a sports turf field, fencing, picnic tables, and a play structure.

The goals of the Project are to restore more than 0.5 acres of stream environment zone, relocated park improvements to higher capability land, and improve treatment of stormwater runoff in the N. Benjamin Area.

The purpose of this Dewatering Plan is to detail the control of groundwater and seepage flows during the construction of proposed improvements described above. Dewatering and discharge processes and monitoring described in the following sections will allow the system to operate at an acceptable level while protecting water quality until construction is completed.

The Contractor shall submit a detailed Dewatering Plan to the Engineer for distribution to NTCD, NDEP and TRPA prior to the initiation of and construction activities, and in accordance with the project plans, standard specifications, the special technical specifications, the SWPPP, and this plan. These entities will review and comment on the Plan within ten (10) working days and provide comments to the Engineer who will then provide the comments to the Contractor. The Contractor will update the plan based on the comments, if needed, and re-submit to the Engineer for review and acceptance. No work on the Project will be allowed to be performed until an accepted plan has been provided and certified.

The detailed dewatering plan shall include the Contractors approach for dewatering including but not limited to: the dewatering location(s), number and size of pumping units (if applicable), power source for pumping units (if applicable), size and materials for pipes, materials for damming (if applicable), piping discharge point(s), fuel storage location (if applicable), location of emergency or back up detention system, settling basin (if applicable), gravel bags, baker tank (if applicable), dirt bag filter(s) and location of filtration of diverted water. The Contractor shall include manufacture's specifications were applicable.

2.0 EFFLUENT REQUIREMENTS

The dewatering operations are required to meet the permit requirements of Nevada Division of Environment Protection (NDEP), and the Tahoe Regional Planning Agency (TRPA). The NDEP standards for tributaries in the Lake Tahoe Basin reference the Nevada Administrative Code - Chapter 445A – NAC 445A.1915. The TRPA standards are specified in Chapter 81 – Water Quality Control of the TRPA Code of Ordinances. The more stringent NDEP standard for turbidity governs.

Operations will be required to fully accommodate all intercepted groundwater for entire duration of the Project to assure Project success and to protect the downstream reaches of Edgewood Creek and Lake Tahoe from any discharge exceeding 10 NTUs, or the baseline turbidity value established prior to construction, whichever is higher.

3.0 DEWATERING REQUIREMENTS

3.1 Summary

Excavation for the stream environment zone may encounter groundwater. Groundwater and seepage flows will be removed from construction and excavation areas as necessary and be discharged to the existing water quality basin for treatment and infiltration. It is assumed that the Contractor will use flexible hose to carry the sediment-laden water from portable sump pumps to a more fixed connector pipe. A check valve should be placed on this line to assure no backflow into the construction area. After treatment, if the effluent meets water quality standards, effluent may be discharged to a point 150 feet from the Edgewood Creek tributary or effluent may be reused for construction purposes as described in section 4.3. If the effluent does not meet water quality standards, it will be reused for construction purposes as described in section 4.3.

3.2 Dewatering Flow Rates

Flow from groundwater and seepage into the construction area for SEZ grading may be encountered. No direct aquifer testing has been completed to accurately estimate the maximum rate of groundwater flow which will need to be pumped in order maintain a dewatered construction area. Observations of groundwater elevations have been logged in the Land Capability Analysis for Brautovich Park (Terrascience, July 2020) from 4.5 feet below the ground surface to more than 12 feet below the surface where excavation for the SEZ will occur. The Contractor is responsible to appropriately dewater the construction site in order to construct the Project improvements as described in this plan, the SWPPP and the Special Technical Specifications. A copy of the Land Capability Analysis for Brautovich Park is provided with the contract documents for the Contractor’s use and information on the geotechnical conditions within the Project area.

3.3 Discharge and Treatment Options

Treatment options include the use of the existing stormwater basin on site or the use of dirt bag filters. The effluent that discharges to the Basin just not cause excessive erosion or sedimentation. The effluent that discharges from any dirt bag filter on the Project site will meet groundwater quality discharge standards before being allowed to infiltrate into the soil in a location that can appropriately accommodate it. The position shall be accepted by the Engineer prior to placement and use by the Contractor.

If the treated effluent meets water quality standards, it can be discharged to a point 150 feet from Edgewood Creek. Treated water may also be used for dust control or irrigation purposes.

If the treated decant is unable to meet requirements for surface release it may be pumped to a water truck and used as applied dust control. All discharge effluent water used for irrigation will occur at least 100 feet away from Edgewood Creek and will be immediately discontinued upon evidence of runoff. The effluent shall not be discharged into storm sewers for the duration of construction.

If the treated water is unable to meet quality requirements and the volume of water is too large to be consumed by use for construction purposes, a sedimentation tank may be necessary to treat the water. If necessary, a sedimentation tank would be used to bring the water to effluent standards before being discharged to a point 150 feet from Edgewood Creek.

4.0 OPERATIONS AND MAINTENANCE

All temporary sumps and pumping systems necessary for dewatering activities shall be designed, operated, and maintained to avoid pumping of fine sediments from the subsurface. Monitoring of sumps and pump systems shall be conducted by the contractor to ensure that subsurface fine sediments are not being removed by the dewatering operation. Dewatering fluids and debris shall be disposed of in a suitable manner in compliance with the requirements of the SWPPP. Sedimentation tanks used on the project site, if required, shall only be flushed and cleaned outside of the project area at an approved facility. Disposal of material shall meet all federal, state, and local requirements. No runoff waters or stormwater shall be allowed to drain into excavated areas.

Routine monitoring of all dewatering systems will be conducted daily by the Contractor during active construction. If it is discovered that any portion of the system is not functioning properly, the Contractor shall shut down operations until the problem is evaluated and the necessary repairs to the system are made.

The Contractor shall make staff available to mobilize for immediate repairs if any issues are identified.

5.0 MONITORING

5.1 Recorded Data

When discharging construction water to the existing basin or a point 150 feet from the tributary to Edgewood Creek, the discharge effluent volumes are to be read daily from the flow meter placed on the

discharge piping. Date and time of reading will also be noted. Discharge effluent water quality will be measured for turbidity. Grab samples will be taken at the discharge point and recorded a minimum of 1 x daily during any active dewatering operations. Additionally, the following visual inspection data will be collected at the discharge point:

- Date and time
- Weather conditions
- Presence of waterfowl or aquatic wildlife
- Color and clarity of discharge effluent
- Erosion or ponding downstream of discharge site
- Photographs taken

If turbidity levels fall outside the limits stated in section 2.0 or if the discharge exhibits any odors, discoloration or oily sheen, the Contractor shall shut down operations until the problem is evaluated and the necessary repairs to the system are made

5.2 Visual Inspections

When functioning, the Contractor will perform a visual inspection of the entire dewatering systems daily from intake to discharge point and note any problems or deficiencies in the system.

APPENDIX A:

EXAMPLE DEWATERING DAILY INSPECTION FORM

SWPPP INSPECTION REPORT	Approx. Temperature: _____	Storm Start: _____ (date)
Project: _____	PPT: ____Y / N____	Storm Duration: _____
Inspector: _____	PPT Amount at time of inspection: _____ in.	Time since last storm: _____

DATE: _____ TIME: _____	DAY:	M	T	W	TH	F	SA	SU

Construction Stage: _____

Area of site exposed to storm water runoff: _____

Construction Activities: _____

_____

Inspection Type

Daily ☐ Prior to Predicted Rain ☐ Following Rain Event ☐

Weekly ☐ During Rain Event ☐

Blank=No Inspection NC=Needs Correction, See Observations OK or Check Mark=Meets Standards NA=Not Applicable

1)	Damage to containment dikes or erosion control fencing?	
2)	Improperly installed or ineffective erosion control fencing?	
3)	Unauthorized vehicle access, vehicles accessing designated non-construction areas not subject to disturbance?	
4)	Boundary fence damage or removal?	
5)	Disturbed areas with inadequate erosion prevention and sediment control protection?	
6)	Evidence of any sediment leakage through erosion control fencing or containment dikes?	
7)	Soil piles and other earthen materials which are unprotected or located in a drainage way?	
8)	Spilled and improperly stored chemicals, paint, fuel, oil, solvents, sealants, etc.?	
9)	Upstream runoff diversion structures (are in place and operational)?	
10)	Any evidence of sediment tracking from construction equipment?	
11)	Any signs of soil erosion or deposition down gradient from runoff discharges?	
12)	Sediment accumulation within onsite storm water drainage control facilities, and facilities in need of maintenance?	
13)	Any evidence of non-storm water discharges from the project site? Authorized, illicit, BMP condition?	
14)	Does SWPPP or WPCP require revisions?	
15)	Notable observation at relevant discharge points and downstream locations of the receiving water?	
16)	Observed impacts to the receiving water?	
17)	Photographs taken?	

Date = Defeciency to be addressed O = Observation

Date added	Observation/Inspection	WPCD #	Photo	Date Completed

SIGNATURE: _____ **TITLE:** _____

Appendix C: Land Capability Analysis for Brautovich Park

LAND CAPABILITY ANALYSIS FOR BRAUTOVICH PARK, STATELINE (UPPER KINGSBURY) DOUGLAS COUNTY, NEV. (APN 1319-18-401-003)

Prepared for

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Prepared by

TERRA SCIENCE, INC.
Post Office Box 2100
Portland Oregon 97208-2100

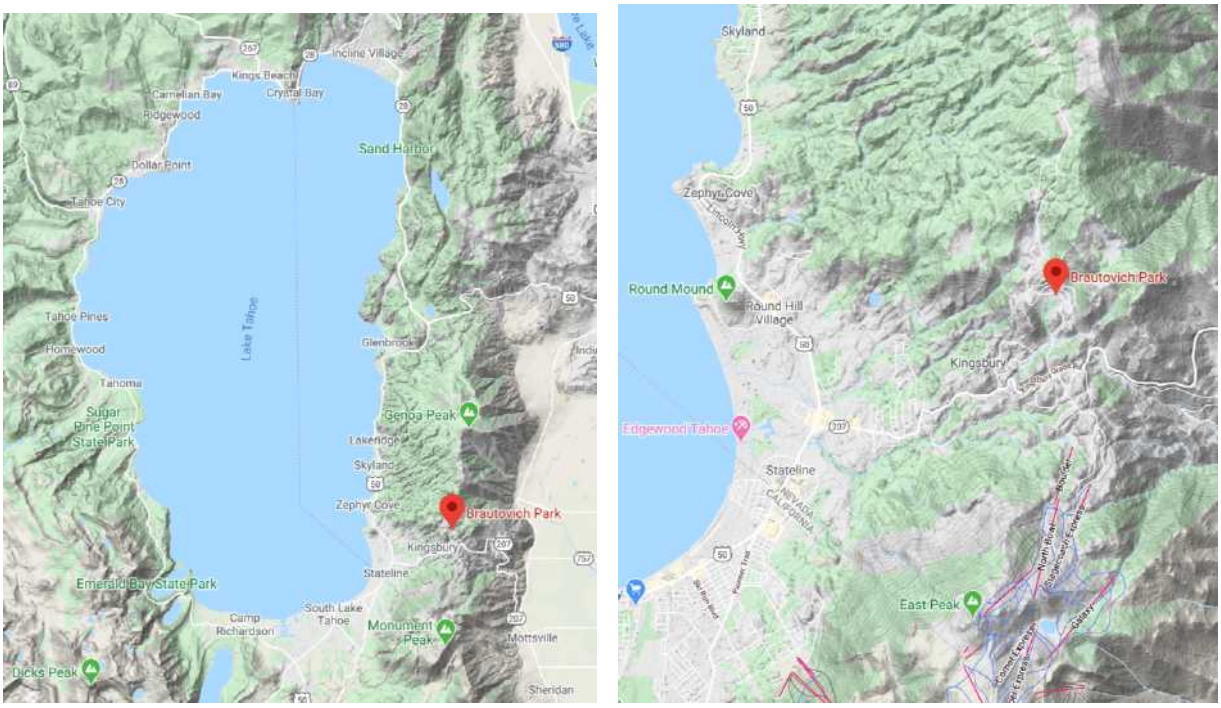
TSI PROJECT 191211-1

JUNE 2020 (FINAL)

LAND CAPABILITY ANALYSIS FOR BRAUTOVICH PARK, STATELINE (UPPER KINGSBURY) DOUGLAS COUNTY, NEV. (APN 1319-18-401-003)

Introduction and Purpose

In preparation of park renovation and wetland habitat restoration, Terra Science conducted a land capability analysis of Brautovich Park at the request of Nevada Tahoe Conservation District (NTCD, Meghan Kelly, District Manager). The park is located at 338 Andria Drive, in the Upper Kingsbury part of Stateline, Nevada. This 4.63-acre (201,618 sf.) property consists of a multi-use community park that includes an undersized baseball field, playground, stormwater treatment basin, open space (natural vegetation) and dirt parking lot/access road. Elevations range from 7364 to 7419 ft. mean sea level (from NTCD site map, February 2020). Native upland vegetation consists of Jeffrey pine, white fir, and lodgepole pine, with an understory of bitterbrush, sierra native currant, sagebrush, greenleaf manzanita and, scattered grasses and forbs. Native wetland and riparian (aka Stream Environment Zone, SEZ) vegetation includes lodgepole pine, quaking aspen, white fir, sedges and wet-adapted forbs and grasses The majority of remaining ground cover consists of lawn (baseball field) and dirt parking lot and access road.



Vicinity map (above left) and shaded relief map (above right) for Brautovich Park, Stateline (Upper Kingsbury area), Nev. Project is situated in a valley surrounded by mountainous hillside. A creek flows through the south part of Brautovich Park and it is a tributary to Edgewood Creek.

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Land Capability Analysis For Brautovich Park, Stateline (Upper Kingsbury)
Douglas County, Nev. (APN 1319-18-401-003)

The property has natural slopes ranging from 7 to 16%, which dip to the south and southwest. The baseball field has a slope of 2 to 2.6%, which was created by backfilling of a former pond, circa 1980. The dirt parking lot has a 7% slope, which is similar to flatter land in the vicinity of N. Benjamin Drive and Andria Drive. There are created slopes parallel to these roads (fill embankments), plus a steep embankment between the ballfield and functioning SEZ land to the south. This embankment, consisting of very large boulders and soil, is the impoundment for the former pond (later backfilled to create the baseball field). There are other created slopes associated with the stormwater treatment basin located south of the terminus of N. Benjamin Drive. And there is minor drainage ditch immediately upslope of the baseball backstop that partially intercepts near-surface groundwater (redirects to adjacent functioning SEZ). See site photographs in Appendix B and a recent aerial image in Appendix C, Map 1.

Past Mapping and Classification

Brautovich Park is situated in a northeast to southwest sloping valley at the base of mountainous hillsides to the west, north and east. These hillsides are part of the Carson Range, a ridge that separates Lake Tahoe to the west and Carson Valley to the east. The underlying geologic material is hard, unweathered granodiorite (see inset on following page; map by California Department of Conservation, Saucedo, G., 2005). For the upland areas, the surface layers have a veneer of late Holocene colluvium due to natural, hillside sheet erosion. Except where filled, the SEZ soil is alluvial material deposited by a tributary of Edgewood Creek that originates northeast of the park property. The field investigation confirmed the presence of granitic rock parent materials, but no occurrence of granodiorite bedrock was encountered. For the SEZ areas, the lack of bedrock indicates significant alluvial deposition (prior to human alterations). The presence of large boulders onsite is associated with past construction of a pond and backfilling of that pond. Observed site conditions indicate seasonal runoff occurs where there is no vegetation (dirt parking lot/access road), and where the ground has been altered by compacted fill material (baseball field). The naturally vegetated areas do not appear to generate significant runoff due to mostly undisturbed soil conditions and moderately dense tree cover.

The soils for this vicinity were originally described in Soil Survey of the Lake Tahoe Basin, California-Nevada (Roger, J., 1974). Specifically, Soil Conservation Service (now Natural Resources Conservation Service, NRCS) mapped this vicinity as Cagwin-Rock outcrop complex, 15 to 30% slopes (CaE) and 30 to 50% slopes (CaF). Additionally, Elmira loamy coarse sand, wet variant (Ev) is mapped for the historically low area enclosing the tributary of Edgewood Creek. Such mapping is a predictive tool based on years of field research that correlates soil formation factors like parent material, landform, slope, aspect, mineralogy, depth, drainage, stoniness, age (weathering) and vegetation patterns. Such mapping does not infer that soil conditions were verified for a particular parcel and natural variability is expected (inclusions of similar and/or associated soils).

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Land Capability Analysis For Brautovich Park, Stateline (Upper Kingsbury)
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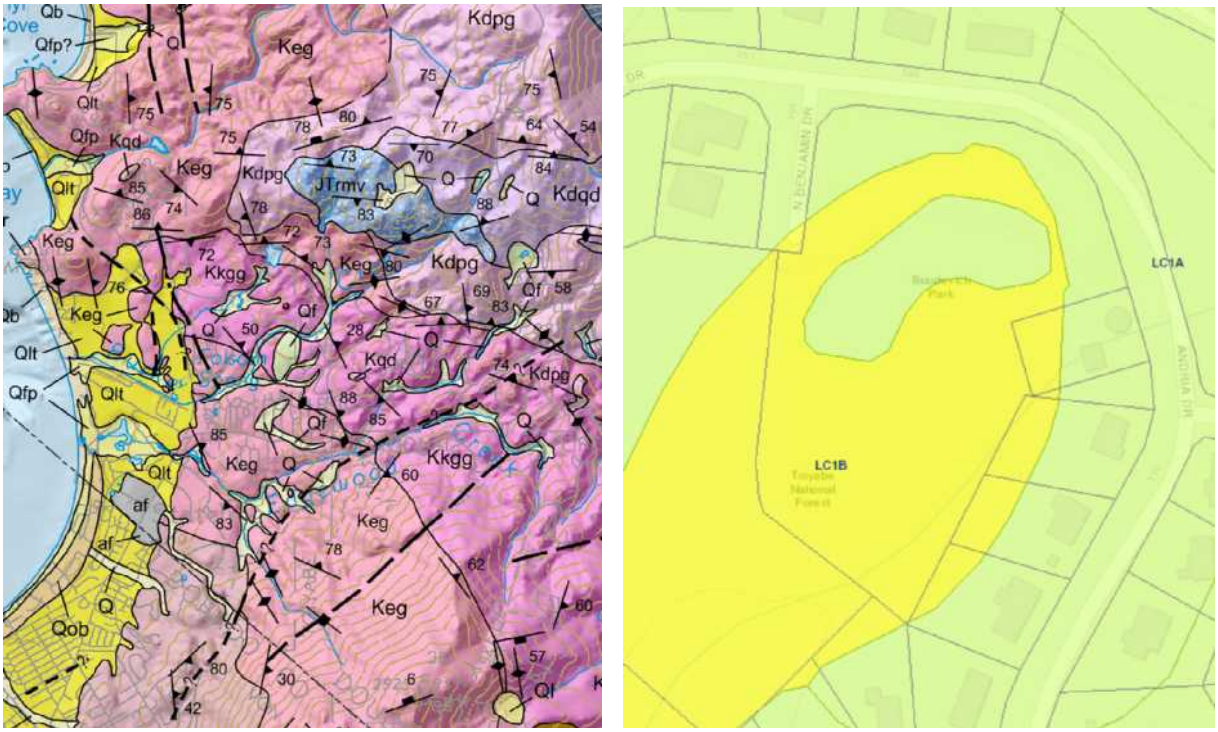

Geologic map (left diagram) indicates the valley bottom containing Brautovich Park consists of alluvial fan deposits (Qf-Holocene and Pleistocene). The surrounding hillsides are uplifted granodiorite (Kdpg-Granodiorite of Daggett Pass). The TRPA land capability map (right diagram) shows the north and east edges of the park as land capability Class 2 (Cagwin-Rock outcrop complex, 15 to 30% slopes (CaE). The kidney-shaped polygon within the Class 1B is the location of the former pond that was backfilled to create the baseball field at Brautovich Park.

The Cagwin soils have coarse sandy textures, that formed in-situ from decomposing granodiorite and soil material eroded from upgradient slopes (mostly from adjacent slopes to the northwest and north). The Cagwin series is a shallow soil that often has grus (black and white speckled pebbles/ rock fragments) occurring within 20 to 40 inches of the surface. Below the grus material, the geologic material is hard and less fractured such that little or no root penetration occurs below 40 inches from the surface. The presence of near-surface bedrock reduces the available water holding capacity of the soil and may force downward migrating ground water to be perched. In the Lake Tahoe Basin, such limitations are considered moderate to severe; thus, the Cagwin soil is considered low capability (Class 2 for this location).

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In contrast, the Elmira loamy coarse sand, wet variant (Ev) soil formed in a seasonally wet environment, in an alluvial setting. This soil type has variable conditions; however, the presence of a seasonal high water table is fundamental. Such conditions impart darker and grayer soil colors, as well as redoximorphic features (concentrations, depletions) below the topsoil layer. These soils have severe limitations and the natural condition can be easily damaged by human activities that result in lesser functioning for sediment trapping, nutrient cycling and wildlife habitat. Consequently, the Ev soil is designated as Class 1B (aka Stream Environment Zone or SEZ).

In 2007, the soil survey was updated, which differentiated more soils and utilized digital mapping techniques. The 2007 updated soil survey indicated the likely presence of 7411-Cagwin gravelly loamy coarse sand, 5 to 15% slopes for the uplands and 9011-Oxyaquic Cryorthents-Aquic Xerorthents-Tahoe complex, 0 to 15% slopes for SEZ lands. The updated soil survey also mapped some of the adjacent land as 7422-Cassenai gravelly loamy coarse sand, 15 to 30% slopes. The Cassenai series was established for the updated soil survey, because deeper soils were commonly found in areas originally mapped as Cagwin series, particularly in locations have a lower topographic setting (base of hillsides, for example), and/or slopes less than 30%. This survey update has not yet been incorporated into the TRPA Code of Ordinances and land capability program.

In accordance with Land-Capability Classification of the Lake Tahoe Basin, California-Nevada (Bailey, R.G. 1974), the CaE soil is rated as Class 1A (1% base allowable coverage). Less steep phases of the Cagwin-Rock outcrop map unit are Class 2 for 15 to 30% slopes; and Class 4 for 5 to 15% slopes. If applied to the Cassenai soil series (2007 soil survey update), the 15 to 30% slopes would be Class 4 and 5 to 15% slopes would be Class 6. The base allowable coverage for Class 4 soil is 20% and Class 6 is 30%. The TRPA geomorphic group for this location is C-2 (Streamcut Granitic Mountain Slopes, strongly dissected lands), which is rated as high hazard (due to steep slopes). The center and south portions of the study area qualify as Stream Environment Zone (SEZ).

Methods

The purpose of this analysis is to examine onsite soils and determine the land capability classification, as per Tahoe Regional Planning Agency (TRPA) regulations. The field investigation was conducted on October 14, 2019. Six excavator holes (aka test pits) and one auger hole were dug to examine soil conditions. Neither bedrock nor partially weathered bedrock (grus) were encountered. The test pits were distributed around the baseball field, plus one between the parking lot and the field. The auger hole was positioned on the north side of the parking lot. The ballfield test pits confirmed the presence of buried SEZ soils, as well as determining the depth of fill material that will be removed for the SEZ restoration. The test pit near the parking lot, in addition to the auger hole, documented the onsite upland soils are deep and lack both groundwater and a restricting layer. The slope between the ballfield and Andria Drive (north and east edges) was not sampled since that narrow band has similar vegetation to the parking lot vicinity and no disturbance is proposed. For the test pit and auger hole next to the parking lot, soil profiles were described by soil scientist Phil Scoles. The profile was

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evaluated for soil horizons, texture, color, mottles and redoximorphic features, structure, consistence, plasticity, root size/abundance, pore size/abundance, gravels, and similar properties. Standards for these field-determined properties are promulgated by the National Cooperative Soil Survey and summarized in Field Book for Describing and Sampling Soils (NRCS, Version 3.0). The five test pits situated in the ballfield are summarized in a table – fill material compaction have altered the buried soil, so standard descriptions are meaningless. Appendix A contains test pit and auger hole descriptions, as well as photographs of each excavation. Slope was measured with a clinometer and adjusted using the project topography map. Additional photographic documentation of the study area is presented in Appendix B. Land capability delineations were transcribed from the field map to an AutoCAD drawing of the project map. This land capability map composes Appendix C, Map 2.

Findings and Conclusions

The field evaluation found deeper, less rocky soil conditions in the upland area located along the northwest edge of the study area. Specifically, Test Pit no. 6 and Auger Hole no. 1 have soils that formed from granitic parent material (colluvium and residuum), which have loamy coarse sand to coarse sand textures throughout. This upland soil has a topsoil layer 12 to 13 inches thick, and subsoil extending 41 to 46 inches below the surface. The subsoil shows a slight increase in illuviated iron (tan color) and slight increase in soil structure (hence Bw horizon designation). These soils have fine to medium roots from grasses and shrubs extend below 50 inches. Both soils lack bedrock or grus layer of partially degraded granodiorite that crumbles when dry, or becomes fine gravel or coarse sand when wetted. The soils also lacked any indication of a seasonal high water table – they are considered having moderately rapid permeability and having somewhat excessively drainage.

The sample locations for the upland were both undisturbed (no fill material), although Test Pit no. 6 probably experiences more foot traffic (about 20 feet south of area with frequent car parking). Since these soils are the deeper version of the Cagwin series (Cassenai series in the 2007 soil survey), they are considered unnamed inclusions (designated XXX-1 for this report). There is only one slope class (0 to 16%) of the unnamed (Cassenai) soil for this site, which encompasses the vicinity of the dirt parking lot, access road to the stormwater basin and natural slope down to the baseball field. In accordance with Table 4 of Land-Capability Classification of the Lake Tahoe Basin, California and Nevada, the deeper, unnamed soils (XXX-1) qualify as Class 6 for slopes 0 to 16% (30% base allowable coverage). See table on following page.

The native soil conditions for the vicinity of the baseball field were obscured by old fill material. Such fill material included, but not limited to topsoil, substratum soil, very large boulders, plus lesser amounts of crushed concrete, asphalt, and construction debris. As such, these soils were examined with test pits; however, those pits were too deep to safely enter due to lack of shoring and instability of the fill material atop the native soil. Consequently, the soil observations were made from soil retrieved from the excavator bucket and cursory depth measurements from the top of the test pit. Appendix A contains a summary table for Test Pit no. 1 to no. 5 (ballfield area).

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The following table summarizes the field investigation findings, while Attachment C contains a map of the land capability delineations by Class 1B and Class 6.

Land Capability District, Slope Range	TRPA County Land Capability Verification; Area (sq. ft.)	2020 TSI Land Capability Challenge; Area (sq. ft.)	Net Change (sq. ft.)
Class 1B (SEZ), any slope	167,968	153,567	-14,401
Class 2 (CaE), 15-30% slopes	33,650	0	-33,650
Class 6 (XXX), 0-16% slopes	0	48,051	+48,051
Total Study Area	**201,618**	**201,618**	

The effect of placing fill material on native soils is complex, but at a minimum, they become very compact. Redoximorphic features can be preserved by compaction, as well as induced. The compaction can also result in gleied (gray) layers, but that effect was not observed. In general, the native soil (where distinguishable) exhibited dark matrix color (10YR 2/1 to 2.5Y 3/1) and iron redox concentrations, usually distinct to prominent, 7.5YR 3/4 and 4/6. These buried soils usually had an observable water table; however, the field work occurring in mid-October when water levels are naturally low. The undisturbed areas of SEZ (below the rock escarpment and stormwater basin) were not sampled, since those lands met the primary SEZ vegetation criteria (broadleaf deciduous forest). All SEZ lands, regardless of fill material, are considered Class 1B (unless reclassified via man-modified challenge). The naturally functioning SEZ lands have emergent and scrub-shrub habitat in the vicinity of the tributary of Edgewood Creek. Photos 9 and 10 in Appendix B show the undisturbed SEZ riparian forest and wetland area located south of the baseball field.

The proposed restoration of SEZ at Brautovich Park would remove most of the old fill material that backfilled the former pond. The escarpment of large boulders would also be removed and some of the boulders re-used within the SEZ restoration zone. The dirt parking lot would be replaced with an all-weather playfield suitable for small-scale sports and practice. There would also be several new paved parking spaces added adjacent to N. Benjamin Drive, and a new playground. The restoration project and park rehabilitation are a joint effort between a local property owner, Douglas County and NTCD. Such effort should provide substantial environmental benefit, including increased sediment trapping, nutrient cycling, terrestrial and aquatic habitat, and more diverse recreation.

[continued on following page]

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Limitations

Terra Science, Inc. examined soil conditions for the study area using six excavator pits and one auger hole on APN 1319-18-401-003, located at 338 Andria Drive, Stateline (Upper Kingsbury vicinity), Douglas County, Nev. The data presented in this analysis was collected and interpreted using standards of skill, care, and diligence ordinarily provided by a qualified soil scientist following National Cooperative Soil Survey standards and techniques. The land capability classifications followed the parameters set forth by Land-Capability Classification of the Lake Tahoe Basin, California-Nevada (Bailey, R.G., 1974) and Tahoe Regional Planning Agency Code of Ordinances (Effective Feb. 09, 2013). The analysis findings are based on incidental information from the property owner, observations of the project team and limitations of the soil investigation methods. The analysis findings and their significance should not be extrapolated beyond the study area, nor used for geotechnical, stability, or engineering purposes. Terra Science, Inc. shall not be liable beyond the fees paid for its services for errors and omissions.

The analysis was generated for the exclusive use of Nevada Tahoe Conservation District (NTCD) and their designates. These parties shall not interpret the analysis findings and/or conclusions any differently than stated without prior discussion with Terra Science, Inc.

Respectfully submitted,

Phil Scoles
Soils and Water Scientist

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APPENDIX A – SOIL PROFILE DESCRIPTIONS

Test Pit no. 6 – Located between dirt park lot and mowed baseball field. Also, about 130 feet south of center of Andria Drive and about 135 feet east of center of N. Benjamin Drive. Latitude: 38.986362º N, Longitude: -119.893184º W (from Google Maps). Pit representative of higher capability land between N. Benjamin/Andria Drive and baseball field. Profile evaluated and recorded by Phil Scoles on 10/14/2019. See photos at end of Appendix A.

Elevation: 7408 feet (from Nevada Tahoe Conservation District grading plan, May, 2020).
Landform: Hillside / backslope; about 9 to 11% slopes (aspect toward SE).
Vegetation: Partially disturbed area (selective vegetation removal/destruction) supports *Pinus jeffreyi, (40% cover)* and *Pinus contorta (20% cover), Abies concolor (5% cover), plus saplings of Populus tremuloides (5%). Understory shrub/herbaceous layer of Festuca idahoensis, Elymus glaucus, Lupinus sp., Bromus sp., and Artemisia tridentata,* Insufficient P. contorta to qualify for secondary SEZ vegetation.

0i 0 to 2 inches; duff (pine/fir needles, twigs and branches); abrupt boundary.

A1 2 to 13 inches; very dark grayish brown (10YR 3/2 dry) to very dark brown (10YR 2/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, small, granular structure; very friable, nonsticky and nonplastic; many, fine roots and few medium roots; many, fine interstitial pores; <2% gravel; abrupt, smooth boundary.

A2 13 to 22.5 inches; brown (10YR 3/3 dry) to very dark brown (10YR 2/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, medium, granular structure; very friable, nonsticky and nonplastic; common, fine and medium roots, few coarse roots; many, fine interstitial pores; <5% gravel; abrupt, smooth boundary.

Bw 22.5 to 46 inches; brown (10YR 3/3 dry) to very dark grayish brown (10YR 3/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, small, subangular blocky structure; very friable, nonsticky and nonplastic; few, fine roots; common medium and coarse roots; many, fine interstitial pores; <5% gravel; clear, smooth boundary.

C1 46 to 60 inches; strong brown (10YR 3/4 dry) to very dark grayish brown (10YR 3/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, massive structure; friable, nonsticky and nonplastic; few, fine and medium roots; common coarse roots; many, fine interstitial pores; 10% gravel; clear, smooth boundary.

Parent material: Residuum (granodiorite).
Drainage class: Somewhat excessively drained. Moderately rapid permeability.
Hydrologic Soil Group: HSG-A (loamy sand textures, no water or restrictions within 40 in.)
Soil Taxonomy: Mixed, frigid Dystric Xeropsamments

[continued on following page]

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Test Pit no. 6 (continued)

TRPA Geomorph. Map:	C-2 (Streamcut Granitic Mountain Slopes, Strongly dissected lands); High hazard lands.
1974 NRCS Mapping:	CaE – Cagwin-Rock outcrop complex, 15 to 30% slopes. Class 2.
2006 NRCS Mapping:	7421-Cassenai gravelly loamy coarse sand, 5 to 15% slopes (Class 6).
2019 TSI Determination:	Unnamed soil (XXX-1); similar to 7422-Cassenai gravelly loamy coarse sand, 5 to 15% slopes (Class 6). Onsite soil differs from 1974 NRCS mapping, because it has a deeper profile formed from the same granodiorite parent material. It has unrestricted drainage to greater than 60 inches. It has a weak cambic horizon, which is also unlike the Cagwin series. See land capability findings and conclusions. Class 6 (as per Bailey for slopes 0 to 16% and low-moderate hazard geomorphic setting for unnamed soil).

Auger Hole (AH) no. 1 – Located between N. Benjamin Drive and dirt park lot. Also, about 80 feet south of center of Andria Drive and about 35 feet east of center of N. Benjamin Drive. Latitude: 38.986454° N, Longitude: -119.893537° W (from Google Maps). Profile evaluated and recorded by Phil Scoles on 10/14/2019. See photos at end of Appendix A.

Elevation:	7416 feet (from Nevada Tahoe Conservation District grading plan, May, 2020).
Landform:	Hillside / backslope; about 5 to 8% slopes (aspect toward SE).
Vegetation:	Mostly undisturbed area supports *Pinus jeffreyi, (30% cover)* and *Pinus contorta (5% cover). Understory shrub/herbaceous layer of Lupinus sp., Bromus sp., and Artemisia tridentata,* Does not qualify for secondary SEZ vegetation.

0i 0 to 3 inches; duff (pine/fir needles, twigs and branches); abrupt boundary.

A1 3 to 12 inches; very dark grayish brown (10YR 3/2 dry) to very dark brown (10YR 2/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, medium, granular structure; very friable, nonsticky and nonplastic; many, fine roots and common medium roots; many, fine interstitial pores; <5% gravel; abrupt boundary.

A2 12 to 20 inches; brown (10YR 3/3 dry) to very dark brown (10YR 2/2 moist); loamy coarse sand; no mottles or redoximorphic features; weak, medium, granular structure; very friable, nonsticky and nonplastic; common, fine and medium roots, few coarse roots; many, fine interstitial pores; <5% gravel; clear boundary.

Bw 20 to 41 inches; brown (10YR 3/3-4 dry) to very dark grayish brown (10YR 3/2-3 moist); loamy coarse sand; no mottles or redoximorphic features; weak, small, subangular blocky parting to massive structure; very friable, nonsticky and nonplastic; common, fine and medium roots; and few coarse roots (assumed); many, fine interstitial pores; <5% gravel; gradual boundary.

[continued on following page]

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C1 41 to 55 inches (rock refusal); strong brown (10YR 4/4 dry) to very dark grayish brown (10YR 3/3 moist); loamy coarse sand; no mottles or redoximorphic features; massive structure; friable, nonsticky and nonplastic; few, fine and medium roots; few common coarse roots (assumed); many, fine interstitial pores; 15% gravel.

Parent material:	Residuum (granodiorite).
Drainage class:	Somewhat excessively drained. Moderately rapid permeability.
Hydrologic Soil Group:	HSG-A (loamy sand textures, no water or restrictions within 40 in.)
Soil Taxonomy:	Mixed, frigid Dystric Xeropsamments
TRPA Geomorph. Map:	C-2 (Streamcut Granitic Mountain Slopes, Strongly dissected lands); High hazard lands.
1974 NRCS Mapping:	CaE – Cagwin-Rock outcrop complex, 15 to 30% slopes. Class 2.
2006 NRCS Mapping:	7421-Cassenai gravelly loamy coarse sand, 5 to 15% slopes (Class 6).
2019 TSI Determination:	Unnamed soil (XXX); similar to 7422-Cassenai gravelly loamy coarse sand, 5 to 15% slopes (Class 6). Onsite soil differs from 1974 NRCS mapping, because it has a deeper profile formed from the same granodiorite parent material. It has unrestricted drainage to greater than 55 inches. It has a weak cambic horizon, which is also unlike the Cagwin series. See land capability findings and conclusions. Class 6 (as per Bailey for slopes 0 to 16% and low-moderate hazard geomorphic setting for unnamed soil).

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Descriptions for Test Pit no. 1 to 5 for Brautovich Park. See photos on following pages.

Test Pit Location and Land Capability Class	Fill Material Depth and Slope	Fill Material and Soil Description
Test Pit no. 1 Northeast corner of ballfield Class 1B	10 feet. Original slope: 8 to 10%(est.)	0-2 ft. Brown topsoil fill 2-3.5 ft. Yellowish brown fill 3.5-4.5 ft. Gray fill with asphalt and few boulders 4.5-10 ft. Gray fill with many very large boulders, wood debris, asphalt. NOTE: Water rapidly pouring into pit and obscuring observation of native soil.
Test Pit no. 2 Northwest corner of ballfield Class 1B	6 feet. Original slope: 10 to 12%(est.)	0-2.5 ft. Mixed topsoil fill with iron redox (soil compaction) 2.5-6 ft. Mixed fill with rounded gravel, asphalt, construction debris, iron redox at 4.5 ft. 6-7 ft. Dark gray native silt loam soil with mostly decomposed organics, mica flakes, few greenish gray depletions. NOTE: Water table measured at 4.5 feet.
Test Pit no. 3 Southeast corner of ballfield Class 1B	7.5 feet. Original slope: 6 to 8%(est.)	0-2 ft. Brown topsoil fill 2-4 ft. Mixed brown topsoil and subsoil fill 4-5 ft. Mixed soil and asphalt fill 5-6 ft. Yellowish brown fill 6-7.5 ft. Yellow and gray mixed fill 7.5-12 ft. Black to dark gray native silt loam soil with decomposed organics, rounded pebbles inferring alluvial deposition. NOTE: Water table >12 feet (albeit early fall)
Test Pit no. 4 Southwest corner of ballfield Class 1B (on SEZ bndy.)	8 feet. Original slope: 7 to 9%(est.)	0-2 ft. Brown topsoil fill 2-3.75 ft. Mixed soil and asphalt fill 3.75-4.5 ft. Brown topsoil fill 4.5-8 ft. Brown soil fill with iron redox 8-14 ft. Dark brown native sandy loam soil with some old roots, no rocks NOTE: Water table measured at 10 feet. Pit likely at edge of historical SEZ.
Test Pit no. 5 Center of ballfield Class 1B	8.5 feet. Original slope: 7 to 9%(est.)	0-3.5 ft. Brown topsoil fill, few rocks 3.5-8.5 ft. Mixed soil with large rocks, concrete and wood debris, plastics 8.5-10 ft. Dark gray native sand to sandy loam soil with decomposing organics. NOTE: Water table measured at 9 feet.

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APPENDIX A – TEST PIT PHOTOGRAPHS

Test Pit no. 1 – Dug to 10 ft. Water poured in from surrounding fill material, so native soil not observed.

Test Pit no 1 – Multiple layers of fill material in upper 4.5 ft. Gray soil at 3+ feet infers high water table.

Test Pit no. 2 – Depth of fill material is about 6 feet. Mixed rock and soil fill. Groundwater at 4.5 feet.

Test Pit no 2 – Fill material is mostly fines in upper 2 feet, then increased gravels, cobbles and stones to 6 feet.

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APPENDIX A – TEST PIT PHOTOGRAPHS (cont'd).

Test Pit no. 3 – Dug to 12 feet, but native soil at 7.5 feet. Groundwater not observed (naturally dry in fall).

Test Pit no 3 – Fill material has a 1-ft. thick layer of soil and crushed asphalt at 4-foot depth.

Test Pit no. 3 – Located in south corner of baseball field, about 30 feet north of rock escarpment (trees at far right). Foreground is stormwater basin that is recessed about 3 feet lower than the baseball field. Basin overflows to SEZ.

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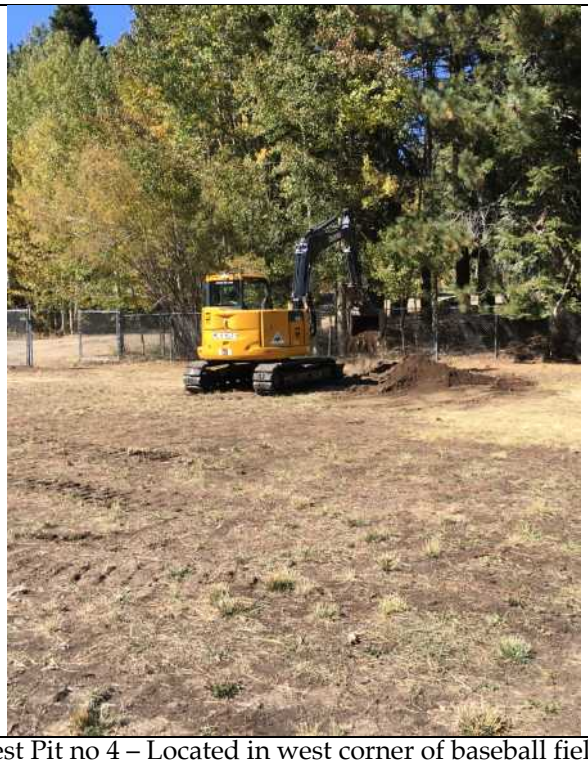
APPENDIX A – TEST PIT PHOTOGRAPHS (cont'd).

Test Pit no. 4 – Dug to 14 feet, but native soil at 8 feet. Groundwater observed at 10 feet (higher in spring).



Test Pit no 4 – Located in west corner of baseball field. Native soil infers test pit on upland/SEZ boundary.

Test Pit no. 5 – Depth of fill material is 8.5 feet, then native soil. Groundwater at 9 feet (higher in spring).

Test Pit no 5 – Located in center of baseball field. Fill contains some construction debris at 3.5-8.5 ft. depth.

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APPENDIX A – TEST PIT PHOTOGRAPHS (cont'd).

Test Pit 6 -- Soil profile showing >60 in. depth.

Test Pit 6 -- View east x southeast at 9 to 11% native slope between dirt parking lot and baseball field. This slope is undisturbed, except for pedestrian traffic.

Test Pit 6 -- View northwest toward dirt parking lot. This landform (and vicinity) supports lodgepole and Jeffrey pines, white fir, plus and understory of quaking aspen, bitterbrush, sagebrush, wild currant and forbs/grasses.

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APPENDIX A – TEST PIT PHOTOGRAPHS (cont'd).

Auger Hole 1 – Hand augered to 55+in. depth. No evidence of water table or restricting layer.

Auger Hole 1 – Located on 5 to 8% slope between N. Benjamin Drive and onsite dirt parking lot.

Auger Hole 1 -- View northwest toward undisturbed land north of dirt parking lot. This vicinity supports same plants as Test Pit 6, but few lodgepole pines. Soils composed of granodiorite colluvium.

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APPENDIX B – SITE PHOTOGRAPHS

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APPENDIX B – SITE PHOTOGRAPHS

Photo 1 -- View northeast toward center of baseball field. Five test pits in this field found 4.5 to 10 feet of fill material.

Photo 2 -- View northwest toward baseball backstop. The SEZ restoration project would remove baseball field and relocate playground to upland.

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APPENDIX B – SITE PHOTOGRAPHS (cont'd).

Photo 3 -- View southeast at mostly natural slope above baseball backstop. Green wire flags indicate sewer alignment.

Photo 4 -- View northwest at natural slope between baseball field and Andria Dr. SEZ boundary apparent by plant changes.

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APPENDIX B – SITE PHOTOGRAPHS (cont'd).

Photo 5 -- View southwest at natural slope between baseball field and dirt parking lot. Historic SEZ boundary crosses fence..

Photo 6 – View north at dirt parking lot and undisturbed area immediately east of N. Benjamin Dr. This area has deep Class 6 soils.

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Photo 7 -- View south at stormwater basin (west of baseball field). Provides treatment for N .Benjamin and Andria Dr. runoff.

Photo 8 – View northeast at escarpment between baseball field and functioning SEZ. Rock is remnant of former pond.

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Photo 9 -- View west at riparian portion of functioning SEZ below rock escarpment. Mixture of aspen and white fir trees.

Photo 10 – View southwest at wetland portion of functioning SEZ. Tributary to Edgewood Ck. is beyond left edge of photo.

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APPENDIX C – LAND CAPABILITY MAP

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APPENDIX C -- MAP 1

EXISTING CONDITIONS AND AERIAL IMAGERY

Nevada Tahoe Conservation District

BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION PROJECT
LAND CAPABILITY CHALLENGE

DESIGNED/DRAWN	MK/MK
CHECKED	–
DATE	6/2020
SCALE	AS SHOWN
PROJECT	BRAUTOVICH
SHEET	1

LAND CAPABILITY FINDINGS -- See Notes Below

Lot Area = 201,618 S.F. (4.63 AC.)

LAND CAPABILITY CATEGORY	TRPA LAND CAP. MAP	JUNE 2020 LCC (TERRA SCI.)
CLASS 1B (any slope)	167,968 SF.	153,567 SF.
CLASS 2 (CaE, 15-30% slope)	33,650 SF.	0 SF.
CLASS 6 (XXX, 0-16% slope)	0 SF.	48,051 SF.
TOTAL	201,618 SF.	201,618 SF.

NOTE 1: Land capability analysis conducted by soil scientist, Phil Scoles on October 14, 2019. Field conditions along the north and northwest edges of parcel do not match the mapped CaE-Cagwin soil series (1974 soil survey). Cagwin soils are 20 to 45 inches deep, then grus (decomposed granite) below. In contrast, this area has soil to 60+ inches and no grus layer. This is similar to the the Cassenai series in the 2007 soil survey update (not yet adopted by TRPA). In accordance with Table 4 of the Land-Capability of Lake Tahoe Basin, California-Nevada (Bailey, R.G.), these soils qualify as Class 6 for 0 to 16% slopes (HSG-A, low hazard land).

NOTE 2: Stream Environment Zone (SEZ, mapped as Elmira loamy coarse sand, wet variant, Ev) in vicinity of ballfield and stormwater basin was historically converted to a pond, then later backfilled. The depth of fill material ranges from 2 to 10 feet thick. The steep embankment (consisting of very large boulders and dirt) is a remnant of that pond. Since the filled SEZ area was never converted to higher land capability class (via man-modified challenge), it is still considered SEZ. The remaining (unfilled) SEZ areas are naturally vegetated and exhibit typical riparian, wetland and aquatic functions (aka functioning SEZ).

Steeper slope created for road prism

Slope: 15%

Slope: 8%

Slope: 15%

AH-1

TP-6

TP-2

CLASS 6
48,051 sf.

1 to 3% slopes created for baseball field

CLASS 1B
153,567 sf.

1319-18-401-003
DOUGLAS COUNTY

Slope: 11%

TP-1

TP-5

TP-4

1 to 10% slopes created for stormwater swale and basin

Slope: 20%

TP-3

40 to 60% slopes created for former pond embankment

Slope: 10%

CLASS 1B
153,567 sf.

Slope: 6%

1319-18-310-016
PRIVATE

1319-18-310-017
PRIVATE

1319-18-402-001
PRIVATE

1319-18-401-004
KINGSBURY GID

1319-18-401-005
DOUGLAS COUNTY

1319-18-412-001
PRIVATE

1319-18-401-002
US FOREST SERVICE

N. BENJAMIN DR.

ANDRIA DR.

EX. FLAGPOLE AND PLACARD

0 40 80
SCALE IN FEET

APPENDIX C -- MAP 2

EXISTING CONDITIONS AND LAND CAPABILITY MAP

Nevada Tahoe Conservation District

BRAUTOVICH SEZ RESTORATION AND PARK
REHABILITATION PROJECT
LAND CAPABILITY CHALLENGE

DESIGNED/DRAWN	MK/MK
CHECKED	–
DATE	6/2020
SCALE	AS SHOWN
PROJECT	BRAUTOVICH
SHEET	1 OF 2

Exhibit B

PROJECT PERMITS

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

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PERMIT

PROJECT DESCRIPTION: Brautovich Park SEZ Restoration and Park Rehabilitation Project

FILE #: EIPC2020-0004 Accessor Parcel Number: 1319-18-401-003 EIP Number: 01.02.03.0026

PERMITTEE(S): Nevada Tahoe Conservation District COUNTY/LOCATION: Douglas/338 Andria Drive

Having made the findings required by Agency ordinances and rules, TRPA approved this permit on July 29, 2020 subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on July 29, 2023 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 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; AND,
(3) A TRPA PREGRADE INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR, AND A CONSTRUCTION SCHEDULE SUBMITTED.

Shannon Friedman

_____ _____ July 29, 2020
TRPA Executive Director/Designee 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

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

1. This permit authorizes the Brautovich Park Stream Environment Zone (SEZ) Restoration and Park Rehabilitation Project. Specific improvements include approximately 21,500 square feet of SEZ Restoration, relocation of the turf play area to higher land capability, and water quality improvements including a paved parking lot and upgraded best management practices. The SEZ Restoration is mitigation for previous projects and no mitigation credits or coverage will be banked as a result of the project. All work will be on a Douglas County owned parcel and the Douglas County Right of Way in Stateline, Douglas County, Nevada. Improvements are planned for 2020 and 2021.

2. Associated documents providing guidance, requirements, and conditions are included in the *TRPA Standard Conditions of Approval (Attachment Q); the final TRPA stamped Approved Plans; and the Special Technical Provisions*

3. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

4. Prior to permit acknowledgement submit the following to TRPA for review and approval:

   a. A detailed construction schedule.
   b. Douglas County shall submit plans for the sports turf field including specifications for the turf and a timeline for when the turf will be installed. The turf shall be installed no later than October 15, 2021.
   c. A BMP Inspection and Maintenance Plan.

5. Prior to construction, submit the Dewatering and Diversion plan to for TRPA review and approval.

6. An onsite inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the temporary BMPs 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. The permittee shall be responsible for ensuring that all temporary BMPs are constructed as directed by the TRPA Project Manager or Environmental Compliance Inspector.

8. Douglas County should consider facilities to support the site including but not limited to bike racks, bear proof trash enclosures, and dog waste disposal receptacle

9. All material not to be reused on site shall either be hauled to a TRPA approved location or outside of the Lake Tahoe Basin.

10. All trees within areas of construction not shown to be removed shall be protected from damage during construction. The TRPA Project Manager reserves the right to inspect proposed tree removal. In no case shall any additional trees be removed without approval of the TRPA.

11. All construction equipment working in or near Stream Environment Zones (SEZ) areas must be cleaned prior to mobilization at the project site and maintained in clean and good working order.

12. 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.

13. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.

14. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season. All disturbed areas shall be stabilized with approved temporary BMPs.

15. Once the project is complete, contact TRPA for a final inspection. Once confirmation that the project is constructed per the approved plans, permit, and specifications, a BMP Certificate of completion will be issued for the parcel.

16. 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.

17. To the maximum extent allowable by law, each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its governing board, officers, employees and its agents (collectively "Indemnitee") from and against any and all suits, losses, damages, injuries, liabilities, and claims proximately caused by the Indemnitor. To the extent permitted by law, where the foregoing indemnity applies, it includes 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; and (3) the design, installation, or operation of any improvements.

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

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FINDING OF NO SIGNIFICANT EFFECT

PROJECT DESCRIPTION: Brautovich Park SEZ Restoration and Park Rehabilitation Project

FILE #: EIPC2020-0004 Accessor Parcel Number: 1319-18-401-003 EIP Number: 01.02.03.0026

PERMITTEE(S): Nevada Tahoe Conservation District COUNTY/LOCATION: Douglas/338 Andria Drive

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 Friedman

TRPA Chairman or Executive Director

July 29, 2020

Date