

**Bourne Meadow/Marla Bay Stormwater Treatment  
Project  
Contract Documents and Specifications**

**DOUGLAS COUNTY, NEVADA  
PWP-DO-2025-374  
EIP #01.01.01.0154**

**Bid: June 18, 2025**



**Nevada Tahoe Conservation District  
PO Box 915  
Zephyr Cove, NV 89448  
775-586-1610**

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**Section 00 11 01 – Advertisement for Bids**

1. Sealed Bids for the construction of the Bourne Meadow/Marla Bay Stormwater Treatment Project will be received in person at the Nevada Tahoe Conservation District at the office of Nevada Tahoe Conservation District, 400 Dorla Court, Zephyr Cove, Nevada 89448 (Issuing Office) or via email to [mkelly@ntcd.org](mailto:mkelly@ntcd.org) until 3:00 pm local time on Wednesday, June 18, 2025 at which time the Bids received will be publicly opened and read and broadcast online. A meeting link for the virtual bid opening will be posted on [ntcd.org](http://ntcd.org) at least 24 hours prior to the bid opening. The Project consists of constructing three (3) stormwater treatment basins, removal of trees and existing infrastructure, clearing and grubbing, grading, rock placement and construction of rock-lined channels, and revegetation located on Douglas County easements near Highway 50 in Douglas County, Nevada. The Nevada Tahoe Conservation District Board of Supervisors will consider the award of the contract at a subsequently scheduled meeting in June 2025.
2. Bid Documents may be examined and obtained electronically at [ntcd.org](http://ntcd.org) or obtained in person at no cost at the Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, NV 89449, (775)586-1610 between the hours of 9 AM and 4 PM or by appointment.
3. An optional pre-bid conference will be held at 10:00 am local time on Tuesday, June 10, 2025 at the Nevada Tahoe Conservation District Office located at 400 Dorla Ct., Zephyr Cove, NV 89448. Attendance at the pre-bid conference is highly encouraged but is not mandatory.
4. The Engineers estimate for base bid is \$400,000-\$600,000
5. No proposal will be considered unless accompanied by a bid security in the form of a Bid Bond in an amount not less than five percent (5%) of the base bid.
6. Nevada Tahoe CD contact: Meghan Kelly, P.E.  
Phone: (775) 524-3481  
Email: [mkelly@ntcd.org](mailto:mkelly@ntcd.org)
7. Contracts to work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices pursuant to [NRS 338.125](#).
8. The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects with a contract price of \$100,000 or more pursuant to [NRS 338.125](#). The State Labor Commissioner has assigned Public Works Project Number DO 2025-374 to this project.
9. NRS 338.147 provides for a five percent (5%) bidder preference to bidders who establish that they qualify for the preference.
10. The last date for submitting questions to the Owner to be addressed by Addendum is Monday, June 16, 2025. Questions should be submitted in person or via phone or email to Meghan Kelly, [mkelly@ntcd.org](mailto:mkelly@ntcd.org) or (775)524-3481.

Dated May 22, 2025

Meghan Kelly, P.E., Principal Engineer

**Section 00 21 01 – Bidders Checklist**

Bidders are instructed to complete and return the following forms as part of the bid package in order for their bids to be complete. If a contractor fails to submit the following forms the contractor's bid will be deemed not responsive.

- A. \_\_\_\_ Section 00 31 01 – Bid Form
- B. \_\_\_\_ Section 00 31 06 – Bid Schedule
- C. \_\_\_\_ Section 00 31 14 – Bid Bond
- D. \_\_\_\_ Section 00 31 16 – Bidder's Qualification Statement
- E. \_\_\_\_ Section 00 31 19 – Bidder Certifications
- F. \_\_\_\_ Section 00 31 22 – List of Proposed Subcontractors (Submitted with Bid)
- G. \_\_\_\_ Section 00 31 24 – List of Major Equipment Manufacturers
- H. \_\_\_\_ Evidence of authority to do business in the state of the Project (on bidder supplied form)
- I. \_\_\_\_ If claiming Nevada Preferential Bidder Status, attach required affidavits and other appropriate information in accordance with the requirements of NRS 338

Within 2 hours after the completion of the opening of the bids, the Contractors who submitted the three lowest bids are instructed to complete and return the following forms to complete the bid package. If a contractor fails to submit the following forms within 2 hours of the bid closing the contractors bid will be deemed not responsive.

- J. \_\_\_\_ Section 00 31 23 – List of Subcontractors (Submitted after Bid)
- K. \_\_\_\_ If claiming Nevada Preferential Bidder Status, affidavits and other appropriate information in accordance with the requirements of NRS 338 (See NRS 338.1389(2)(a)(3))

## 00 21 02 INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.  
Nevada Tahoe Conservation District  
400 Dorla Court  
Zephyr Cove, Nevada 89448  
(775)586-1610
  - B. *Engineer* – The Engineer is defined as:  
Meghan Kelly  
Nevada Tahoe Conservation District  
400 Dorla Court  
Zephyr Cove, Nevada 89448  
(775)524-3481  
mkelly@ntcd.org
  - C. *Owner* – The Owner is defined as:  
Nevada Tahoe Conservation District  
400 Dorla Court  
PO Box 915  
Zephyr Cove, NV 89448
  - D. *Bidder* – further defined as one who is submitting a bid to complete the work as indicated in the plans and specifications.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained as stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid: (a) the completed Bidder's Qualification Statement establishing its qualifications and including information such as general financial data, previous experience, principal personnel, performance history, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the State of Nevada.
  - B. If applicable, evidence of the Bidder's valid Contractor's license of a class corresponding to the Work required.

- C. As requested, Subcontractor and Supplier qualification information. It is the Bidder's responsibility to provide information sufficient to establish that Bidder's selected subcontractors and suppliers are qualified.
  - D. Certification that the Bidder and his Subcontractors have not been suspended or debarred, 2 CFR 200.214.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder may conduct a site visit at any time to the site assuming all local laws are adhered to.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing

so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. if included in the bidding documents, carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and if applicable, the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. certify, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
  - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
  - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
  - J. understand and agree that all documents submitted, filed or deposited with Owner, unless designated as confidential by a specific statute of the State of Nevada and properly marked to that effect by Bidder, will be subject to Nevada's Public Records Laws (Chapter 239 of the Nevada Revised Statutes), and will be available for inspection and copying by any person or governmental entity at any time after Bid Opening.
  - K. certify that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required within the time required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the

form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released at the request of the Bidder. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released at the request of the Bidders.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening at the request of the Bidders.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved, and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Each bidder must submit a completed List of Subcontractors on the Form furnished with the completed Bid Form. The apparent low bidder, and any other bidder so requested, shall within two (2) hours after Bid opening, submit to Owner a list of all such Subcontractors (including the bidder) proposed for those portions of the Work for which such identification is required per NRS 338.141.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

#### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. If the corporation has a corporate seal, then the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall be signed by the individual and show the Bidder's name and address for receiving notices.

- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. The number, if any, of the license issued to the Contractor by the State Contractor's Board pursuant to chapter 624 of the NRS, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 *Unit Price***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Schedule (00 42 43). Items listed as "LS" shall be bid on a lump sum basis.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Schedule (00 42 43)) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

##### **14.02 *Allowances***

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 Documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). This documentation shall be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address indicated in the Advertisement for Bids.

- 15.03 Bids received after the date and time prescribed for the opening of bids or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, based upon the nature of the mistake, that Bidder may be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security, at Bidders request, prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Base Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. The Base Bid will be used to determine the Bid prices for purposes of comparison. After determination of the Successful Bidder based on this comparative process and on the

responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its Base Bid.

- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents or pursuant to NRS 338.141.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.06 If the Contract is to be awarded, Owner will award the contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 22 – PROTEST BY BIDDERS**

- 22.01 Any bidder may protest a pending bid award prior to award by Owner. The appellant's protest must be in compliance with NRS 338.142.
- 22.02 The timelines set forth in NRS 338.142(1) will begin to run upon Nevada Tahoe Conservation District's issuance of a written Notice of Recommendation to Award the Contract. The written Notice will be posted on <http://ntcd.org> website. It is solely the protesting Bidder's responsibility to monitor the aforementioned website for such postings and to ensure that its protest is filed within five (5) business days of such posting.
- 22.03 At the time the notice of protest is filed, the appellant must post a bond with a good and solvent surety authorized to do business in this state to the Owner who shall hold the bond until a determination is made on the protest. A bond posted with a notice of protest must be in an amount equal to the lesser of:
  - A. Twenty-five percent of the total value of the bid submitted by the bidder filing the notice of protest; or

- B. Two hundred fifty thousand dollars.
  - C. Not seek any type of judicial intervention until Owner has rendered its final decision on the protest and has awarded the contract.
- 22.04 If the protest is upheld, the full amount of the posted bond or security will be returned to the protestor. If the protest is rejected, a claim may be made against the bond for expenses suffered by the Owner because of the unsuccessful appeal.
- 22.05 Owner is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the protestor in a bid process.

#### **ARTICLE 23 – CONTRACTS TO BE ASSIGNED**

*None.*

# 00 31 01 BID FORM FOR CONSTRUCTION CONTRACTS

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## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:  
Nevada Tahoe Conservation District for the Bourne Meadow/Marla Bay Stormwater Treatment Project.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder acknowledges the provisions of the Agreement as to the assignment of the procurement contract for procurement of goods and special services for Bourne Meadow/Marla Bay Stormwater Treatment Project.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data

are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the total price indicated in Section 00 31 05 – Bid Schedule. Where required, unit prices computed in accordance with Paragraph 13.03.B of the General Conditions.

Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). These documents are submitted with and made a condition of the bid.

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

*(where applicable)*

**Section 00 31 05 – Bid Schedule****Base Bid Schedule**

All required equipment, personnel, sweeping, traffic control, public notification, and signage for the complete project shall be part of the unit prices. All items not covered by in the Plans, Special Provisions, and Special Technical Specifications but are necessary for completion of the project are incidentals to the listed Bid Items.

Item Number	Item Description	Unit	Quantity	Unit Cost	Total
1	MOBILIZATION/ DEMOBILIZATION	LS	1		
2	CONSTRUCTION LIMIT FENCE	LF	1,150		
3	CLEARING AND GRUBBING	LS	1		
4	REMOVE TREES (6-INCHES TO 11-INCHES)	EACH	5		
5	REMOVE TREES (12-INCHES TO 17-INCHES)	EACH	5		
6	REMOVE TREES (18-INCHES TO 23-INCHES)	EACH	1		
7	REMOVE TREES (24-INCHES TO 29-INCHES)	EACH	1		
8	REMOVE TREES (30-INCHES TO 35-INCHES)	EACH	4		
9	REMOVAL OF CHAIN LINK FENCE	LINEAR FOOT	25		
10	EARTHWORK (CUT/FILL)	BANK CUBIC YARD	1,875		
11	ACCESS ROAD MULCH CHIPS	CUBIC YARD	24		
12	CONCRETE CHANNEL	CUBIC YARD	4		
13	RIPRAP CHANNEL LINING (CLASS 150)	CUBIC YARD	117		
14	12-FOOT SWING GATE (SINGLE)	EACH	2		
15	72-INCH CHAIN-LINK FENCE	LINEAR FOOT	32		
16	SILT FENCE	LINEAR FOOT	1,850		
17	AS-DIRECTED COIR LOGS	LINEAR FOOT	250		

Item Number	Item Description	Unit	Quantity	Unit Cost	Total
18	REVEGETATION BASINS AND SLOPES OVER 3:1	SF	14,536		
19	REVEGETATION OUTSIDE BASINS	SF	20,451		
20	TREE PROTECTION	EACH	35		
21	BIOCHAR INSTALLATION	CY	10		

**Base Bid Schedule Price (Items 1 through 21): \$**\_\_\_\_\_.

**Base Bid Schedule Price (in words):** \_\_\_\_\_

**The amount of each of the above Bid line items must be filled in and completed.**

Bid prices shall include everything necessary for the completion of the Work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the "Unit Price" multiplied by the "Estimated Quantity" for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except that if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the Bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the Bid may be deemed irregular unless the Project being bid has only a single item and a clear, readable total bid is provided.

In case of discrepancy between the "Base Bid Schedule Price" listed and the actual sum of all item total prices, the individual item totals will prevail and the "Base Bid Schedule Price" will be revised to reflect the appropriate total based on the unit prices.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump

sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a Bid. Any situation not specifically provided for will be determined in the discretion of Nevada Tahoe Conservation District, and that discretion will be exercised in the manner deemed by Nevada Tahoe Conservation District to best protect the public interest in the prompt and economical completion of the Work. The decision of the Nevada Tahoe Conservation District respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

**00 31 14 BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**BID**

Bid Due Date:

Description (*Project Name— Include Location*):

**BOND**

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER****SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and



assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**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 **BOURNE MEADOW/ MARLA BAY STORMWATER TREATMENT PROJECT, ZEPHYR COVE, DOUGLAS COUNTY, NEVADA**, 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: \_\_\_\_\_

Attest: \_\_\_\_\_

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

**00 31 19 BIDDER CERTIFICATIONS****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

**00 31 21 LIST OF PROPOSED SUBCONTRACTORS (SUBMITTED WITH BID)**

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 (Attach additional sheets if necessary.)

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

**00 31 22 LIST OF PROPOSED SUBCONTRACTORS (SUBMITTED WITHIN 2 HOURS OF BID)**

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 (Attach additional sheets if necessary.)

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



**00 31 23 LIST OF MAJOR EQUIPMENT MANUFACTURERS**

List below the type of equipment, manufacturer, and year below.

Type of Equipment	Manufacturer	Year or Date Acquired

**00 41 01 AGREEMENT****AGREEMENT FORM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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".

**WITNESETH:**

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

**Article 1. Work.**

The Contractor shall furnish all of the materials and perform all of the work described in the Plans and Specifications entitled "**BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**", prepared by the Nevada Tahoe Conservation District, and shall do everything required by this Agreement and the Specifications.

**Article 2. The Project.**

The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
**BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT.**

**Article 3. Contract Times.**

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

***Contract Times: Day and Dates.***

The work required to complete the project will be substantially completed on or before October 15, 2025 and completed and ready for final payment on or before November 30, 2025.

***Liquidated Damages.***

Contractor and NTCD recognize that time is of the essence and that NTCD will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by NTCD if the Work is not completed on time. Accordingly, instead of requiring any such proof, NTCD and Contractor agree that as liquidated damages for delay (but not as a penalty):

Substantial Completion: Contractor shall pay NTCD \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above, for Substantial Completion until the Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay NTCD \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. Similarly, Liquidated damages for failing to attain Substantial Completion are not additive and will not be imposed concurrently, however to the extent the damages overlap, the higher of the overlapping damages will apply.

*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. Contract Price.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Work, a total sum not to exceed \_\_\_\_\_  
(\$ \_\_\_\_\_), at the prices stated in the Contractor's Bid.

All work for the base bid will be performed for a total sum not to exceed \$ \_\_\_\_\_.

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the actual quantity of that item.

The bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Article 5. Payment Procedures.

NTCD shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.B below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Progress payments will be made as follows:

1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.
2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, NTCD may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.
3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, NTCD may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage NTCD pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.
4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, NTCD may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to NTCD or to the Contractor.
5. Except as otherwise provided in NRS 338.525, the NTCD will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.

*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 Washoe 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. Interest.

All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than \$500, Owner may hold the interest in accordance with NRS 338.515.

#### Article 7. Contractor's Representations.

In order to induce NTCD to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and, if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by NTCD and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given NTCD written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 8. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the NTCD a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the NTCD, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by NTCD. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 9. 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:

- This Agreement
- Advertisement for Bids
- Instructions to Bidders
- Bid Form
- Bid Schedule
- Bid Summary
- Bid Bond
- Bidders Qualification Statement
- Certification of Bidder
- List of Proposed Subcontractors
- List of Major Equipment Manufacturers
- Labor & Material Payment Bond
- Performance and Completion Bond
- Project Plans for **BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**
- Special Technical Provisions for **BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**
- Standard Specifications for Public Works Construction – Orange Book, 2016
- Standard Specifications for Public Works Construction – Orange Book, 2012
- Appendix A – Insurance Requirements
- Appendix D – 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) Special Technical Provisions
- c) Standard Specifications
- d) Project Plans
- e) General Provisions

Article 10. Non-discrimination.

1. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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.
2. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by the Contractor constitutes a material breach of Contract.
4. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

Article 11. 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 12. Prevailing Wage Rates. 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 State of Nevada.

Article 13. 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. Appendix B, 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 14. 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 15. 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 16. Force Majeure. The Contractor shall be entitled to a reasonable extension of time from NTCD for the delays caused by damage to Contractor's and/or NTCD's property caused by fire, lightning, earthquakes, tornadoes, floods and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

Article 17. Non-Appropriation. All payments under this contract are contingent upon the availability to NTCD of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by NTCD for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and NTCD's obligations under it shall be extinguished if NTCD fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by NTCD under this contract that are not paid to Contractor shall automatically revert to NTCD's discretionary control upon the completion, termination, or cancellation of the agreement. The NTCD shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

Article 18. 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. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19. Contractor's Certifications.

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

Nevada Tahoe Conservation District

PO Box 915

Zephyr Cove, NV 89448

License No.: \_\_\_\_\_

**00 42 01 PERFORMANCE AND COMPLETION BOND****FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339**

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

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

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

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

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligor, hereinafter called "NTCD", in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) said sum being 100% of the contract amount payable by the NTCD under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into contract with NTCD for "**BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**" which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required by the Nevada Revised Statutes 339.025, and all acts amendatory thereof and supplemental thereto, to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

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

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date of the work contracted to be performed is completed and accepted by NTCD, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the NTCD, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work to full completion within twenty (20) days after notice thereof from the NTCD, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

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

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

PRINCIPAL: \_\_\_\_\_

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

(Note: Signature to be Notarized)

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

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

State of Nevada Contractor's License #

\_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_

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

Surety:

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

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

(Note: Signature to be Notarized)

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

Attorney-in-Fact

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Surety's Licensed Nevada Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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

(Note: Signature to be Notarized)

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

**00 41 04 LABOR AND MATERIALS BOND****LABOR AND MATERIAL PAYMENT BOND**  
**FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339**

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

\_\_\_\_\_  
(Legal Designation and Address of Surety)  
authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to below in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) said sum being 100% of the contract amount payable by the NTCD under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into contract with NTCD for "**BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**" which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

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

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

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

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

PRINCIPAL: \_\_\_\_\_

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

(Note: Signature to be notarized)

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

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

State of Nevada Contractor's License #  
this

Subscribed and sworn to before me

\_\_\_\_\_

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

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

Surety:

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

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

(Note: Signature to be Notarized)

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

Attorney-in-Fact

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

Surety's Licensed Nevada Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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

(Note: Signature to be Notarized)

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

**00 43 01 WAGE DETERMINATION**

This project has state funding and is expected to have a contract value of greater than \$100,000. Nevada Prevailing Wage for the Rural Northern Nevada Region applies.

[https://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/Northern%20Nevada%20Rural%20Region%202024%20-%202025\(1\).pdf](https://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/Northern%20Nevada%20Rural%20Region%202024%20-%202025(1).pdf)

# STATE OF NEVADA

JOE LOMBARDO  
GOVERNOR

DR. KRISTOPHER SANCHEZ  
DIRECTOR

BRETT K. HARRIS, ESQ.  
LABOR COMMISSIONER



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EMAIL: PUBLICWORKS@LABOR.NV.GOV

## 2025 PREVAILING WAGE RATES NORTHERN NEVADA RURAL REGION

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

**DATE OF DETERMINATION: October 1, 2024**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County, and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**



Air Balance Technician .....	4
Alarm Installer.....	5
Boilermaker .....	6
Bricklayer.....	7
Carpenter.....	9
Cement Mason .....	10
Electrician – Communication Technician .....	11
Electrician - Lineman .....	12
Electrician – Neon Sign.....	14
Electrician - Wireman.....	15
Elevator Constructor .....	16
Fence Erector .....	18
Flagperson.....	19
Floor Coverer.....	20
Glazier .....	21
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**NRS section 338.010 subsection (25) “Wages” means:**

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations.
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**Zone Rates**

The zone rate has been added to each applicable craft.

**Premium Pay** Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**Craft: AIR BALANCE TECHNICIAN (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Air Balance Technician Journeyman.....	77.37
Air Balance Technician-Foreman.....	82.06
Air Balance Technician-General Foreman.....	86.75

**ADD ZONE RATE**

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall system, metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....39.92

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Boilermaker.....	74.61
Boilermaker Foreman.....	78.59

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75.00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

## Craft: BRICKLAYER (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Bricklayer Journeyman.....	57.08
Bricklayer Foreman.....	59.33
Bricklayer General Foreman.....	62.08

### **TRAVEL-SUBSISTENCE**

Section B. 1: Employees covered by this Agreement shall be entitled to receive the following expense payments for travel to and from projects located thirty-five (35) or more road miles from the Washoe County Courthouse in Reno:

Zone 1	0 – 34 Road Miles	Free Zone
Zone 2	35 – 75 Road Miles	\$50.00 per day, seven days a week
Zone 3	Over 75 Road Miles	\$80.00 per day

1(a) eighty-five (\$85) subsistence per day, seven days per week, for the duration of the employee's participation on the job; and (b) IRS mileage reimbursement rate per road mile traveled in own transportation.

### **ADD PREMIUM PAY**

**Section A.** Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,

**Section B.** Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.

1. Employees will be paid double time for hours worked on Union recognized Holidays.
2. Employees will be paid double time on Sundays.
3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate.

### **Section C.**

1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.
2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.
3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

### **RECOGNIZED HOLIDAYS**

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

**JOB DESCRIPTION:** Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement

1. BRICK MASONRY: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, blockarching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

F. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

Craft: CARPENTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Carpenter Journeyman.....	61.42
Carpenter Foreman.....	65.26
Carpenter General Foreman.....	69.48

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.



## Craft: CEMENT MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Cement Mason - Journeyman.....	54.42
Cement Mason - Foreman.....	58.92

### **ADD ZONE RATE**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	More than 300 miles	\$8.00

### **ADD PREMIUM PAY**

**OVERTIME** – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

### **JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Communication Technician.....39.78

**JOB DESCRIPTION:**

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.

**Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician-Groundman.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

**JOB DESCRIPTION:**

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coilable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or

materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

## Craft: ELECTRICIAN – NEON SIGN (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

### ADD PREMIUM PAY

One and one half (1 ½X) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

### SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75

per hour in addition to their normal rate for a minimum of 2 hours.

2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

### FOREMAN/TRUCK FOREMAN

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour

in addition to their normal rate of pay.

2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.

3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

### RECOGNIZED HOLIDAYS

New Year's Day, Martin Luther King Day, President's Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

### JOB DESCRIPTION Includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs.
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction.
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools.
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair.

## Craft: ELECTRICIAN WIREMAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Wireman.....	73.88
Wireman-Cable Splicer.....	78.33
Wireman Foreman.....	79.95
Wireman General Foreman.....	86.02

### **ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

### **ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

### **Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

**\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)**

### **RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

### **JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Elevator Constructor-Journeyman Mechanic.....	126.41
Elevator Constructor-Journeyman Mechanic In Charge.....	137.32

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors Local 8.

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.



Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Fence Erector.....51.03

**ADD ZONE RATE**

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Flag Person.....48.91

**ADD ZONE RATE**

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects.
2. Distributing traffic control signs and markers along site in designated pattern.
3. Informing drivers of detour routes through construction sites.

## Craft: FLOOR COVERER (Union Rate)

### **Prevailing wage rates include the base rate as well as all applicable fringes**

Floor Coverer Journeyman.....	60.65
Floor Coverer Foreman.....	64.49

### **ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

## Craft: GLAZIER (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Glazier Journeyman.....	33.96
Glazier Foreman.....	36.41
Glazier Superintendent.....	37.63

### **ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

\*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

\*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

### **25.2 Foremen:**

**a)** The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman's wage scale.

**b)** When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass,

beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

## Craft: Highway Striper (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Highway Striper.....	53.53
Highway Striper Foreman.....	54.03

### **ADD ZONE RATE**

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

### **ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

### **RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### **JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brick Mason Journeyman.....	51.28
Brick Mason Foreman.....	51.68

**ADD ZONE RATE**

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.13
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer Tender-Journeyman.....	51.62
Plasterer Tender- Gun Tender.....	52.62
Plasterer Tender-Foreman.....	52.98

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.



Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

## Craft: Ironworker (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

### **SEE AMENDMENT 1**

Ironworker - Journeyman.....	82.86
Ironworker - Foreman.....	87.61

### **ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

### **ADD PREMIUM PAY**

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

### **Shift Pay**

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Admission (Nevada) Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### **JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault

lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abseils, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building

materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

## Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Landscaper .....	45.62
Furniture Mover .....	47.12
Group 1.....	50.78
Group 1A.....	48.91
Group 2.....	50.88
Group 3.....	51.03
Group 3A.....	54.46
Group 4.....	51.28
Group 4A.....	53.78
Group 5.....	51.58
Group 5A.....	53.53
Group 5A Foreman.....	54.03
Group 6	
Nozzlelemen, Rodmen.....	50.58
Gunmen, Materialmen.....	50.58
Reboundmen.....	50.93
Gunit Foreman.....	51.98

### **ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

### **ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

### **RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.  
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

### **SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Lubrication and Service Engineer (mobile and grease rack).....74.93

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

## Craft: Mechanical Insulator (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Mechanical Insulator-Mechanic.....	78.46
Mechanical Insulator-Foreman.....	82.46
Mechanical Insulator-General Foreman .....	84.46

### **ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00

### **ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

65. Lining of all mechanical room surfaces and air handling shafts.
66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
70. Any finish material which is contiguous to the thermal or acoustical application.
71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
73. The Agreement shall cover all other work of a specialty nature.



## Craft: MILLWRIGHT (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Millwright Journeyman.....	77.22
Millwright Welder.....	80.22
Millwright Foreman.....	81.90
Millwright General Foreman.....	87.04

### **ADD ZONE RATE**

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the “shortest route” filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

### **ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the “shortest route” filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

#### Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

#### Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining



of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel, hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropneumatics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

#### Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

#### Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

#### Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop

equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks, transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

#### Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programing of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

#### Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

#### Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

#### Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

#### Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	69.91
Group 1A.....	72.67
Group 2.....	73.20
Group 3.....	73.47
Group 4.....	74.21
Group 5.....	74.51
Group 6.....	74.68
Group 7.....	74.93
Group 8.....	75.52
Group 9.....	75.84
Group 10.....	76.19
Group 10A.....	76.38
Group 11.....	76.62
Group 11A.....	78.26
Group 11B.....	79.07
Foreman.....	78.26
Add 12.5% to base rate for "Special" Shift	

**Add Operating Engineers Zone Pay**

**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
STEEL FABRICATOR & ERECTOR

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	85.21
Group 1 Truck Crane Oiler.....	79.04
Group 1 Oiler.....	77.08
Group 2.....	83.70
Group 2 Truck Crane Oiler.....	78.79
Group 2 Oiler.....	76.87
Group 3.....	82.46
Group 3 Truck Crane Oiler.....	78.57
Group 3 Oiler.....	76.65
Group 3 Hydraulic.....	78.24
Group 4.....	80.73
Group 5.....	79.63
Add 12.5% to base rate for "Special" Shift	

**Add Operating Engineers Zone Pay**

**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	84.68
Group 1 Truck Crane Oiler.....	79.22
Group 1 Oiler.....	77.30
Group 2.....	83.14
Group 2 Truck Crane Oiler.....	79.01
Group 2 Oiler.....	77.10
Group 3.....	81.69
Group 3 Truck Crane Oiler.....	78.79
Group 3 Oiler.....	76.87
Group 4.....	80.18
Group 5.....	79.07
Group 6.....	75.79
Group 7.....	77.00
Group 8.....	76.04
Add 12.5% to base rate for "Special" Shift	

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brush/Roller Painter.....	53.14
Spray Painter/Paperhanger.....	55.72
Sandblaster.....	55.14
Structural Steel & Steeplejack.....	55.14
Swing Stage.....	55.64
Special Coating Application-Brush.....	55.14
Special Coating Application-Spray.....	55.14
Special Coating Application-Spray Steel.....	55.14
Foreman.....	\$2.50 above highest Journeyman

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Painting Contractors of No Nevada.

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Piledriver-Journeyman.....	61.92
Piledriver-Welder.....	62.92
Piledriver-Foreman.....	65.81
Piledriver-General Foreman.....	70.09
Tender.....	65.81
Stand-By Diver.....	66.81
Diver-Diving (Wet Pay).....	110.58

**ADD ZONE RATE**

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

**104.1** The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

(a) In addition to the work identified in Article I, the Pile Drivers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.



- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.
- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.
- (6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	55.62
Plasterer-Foreman.....	59.57

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

**ADD PREMIUM PAY**

**OVERTIME:** Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for the first two (2) hours worked over eight (8) hours Monday through Friday. Double the regular straight time rate shall be paid for all hours worked over ten (10) hours Monday through Friday. One and one half (1 ½) the regular straight time rate shall be paid for the first ten (10) hours on Saturday. Double the regular straight time rate shall be paid for all hours worked over ten (10) hours on Saturday. All hours worked on Sunday shall be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures.
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or troweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	76.10
Plumber/Pipefitter-Foreman.....	81.19
Plumber/Pipefitter-General Foreman.....	86.28

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangers and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Refrigeration-Journeyman.....	67.14
Refrigeration -Foreman.....	67.64

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....33.64

**JOB DESCRIPTION**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials.

## Craft: SHEET METAL WORKERS (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	77.37
Sheet Metal Worker -Foreman.....	82.06
Sheet Metal Worker -General Foreman.....	86.75

### **ADD ZONE RATE**

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) mile radius of the Elko, Nevada Post Office. In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

### **ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

Craft: SPRINKLER FITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 2**

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

**ADD ZONE RATE**

In addition to SPRINKLER FITTER rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SURVEYOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes.**

Rodman/Chainman .....	72.97
Instrumentman.....	74.43
Chief of Party Surveyor.....	75.69

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**RECOGNIZED HOLIDAYS:** Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

**JOB DESCRIPTION** includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.



Craft: TAPER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Taper-Journeyman.....	59.26
Taper-Foreman.....	63.54

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from the Washoe County Courthouse in Reno, Nevada, and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2).

Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter/Terrazzo Worker/Marble Mason - Finisher.....	42.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	44.32
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	48.32

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON - FINISHER rates add the applicable amounts per hour, calculated based on a road miles of over forty (40) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 40 Miles	Free Zone
Zone 2	41 to 50 Miles	\$3.75 per hour
Zone 3	51 to 70 Miles	\$5.00 per hour
Zone 4	71 Miles and Over	\$10.00 per hour

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter - Journeyman.....	52.37
Tile Setter - Foreman.....	54.37
Tile Setter - General Foreman....	58.37
Terrazzo/Marble Mason - Journeyman .....	53.87
Terrazzo/Marble Mason - Foreman .....	55.87
Terrazzo/Marble Mason - General Foreman.....	59.87

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over forty (40) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 40 Miles	Free Zone
Zone 2	41 to 50 Miles	\$3.75 per hour
Zone 3	51 to 70 Miles	\$5.00 per hour
Zone 4	71 Miles and Over	\$10.00 per hour

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

**TILE LAYERS' WORK:**

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Traffic Barrier Erector.....50.78

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

Under 4 yds. (water level).....	33.58
4 yds. & under 8 yds. (water level).....	33.58
8 yds. & under 18 yds. (water level).....	33.58
18 yds. & under 25 yds. ( water level ) .....	33.58
25 yds. & under 60 yds. (water level).....	33.58
60 yds. & under 75 yds. (water level) ).....	33.58
75 yds. & under 100 yds. (water level) ).....	33.58
100 yds. & under 150 yds. (water level) ).....	33.58
150 yds. & under 250 yds. (water level) ).....	33.58
250 yds. & under 350 yds. (water level) ).....	33.58
350 yds. & over (water level).....	33.58

**Transit Mix**

Under 8 yds.....	33.58
Under 8 yds & including 12 yds.....	33.58
Over 12 yds.....	33.58

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	33.58
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	33.58
Up to 2,500 gallons & over.....	33.58
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	33.58
Heavy Duty Transport(Gooseneck low bed).....	33.58
Tiltbed or Flatbed Pull Trailers..	33.58
Bootman, Comb. Bootman & Road Oiler.....	33.58
Flat Rack (2 or 3 axle unit).....	33.58

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	33.58
18,000 lbs. and over .....	33.58
Warehousemen Spotter .....	33.58

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	33.58
18,000 lbs. and over.....	33.58
Warehousemen Spotter.....	33.58
Warehouse Clerk.....	33.58
Tire Repairmen.....	33.58
Truck Repairmen.....	33.58
Pick Up Truck & Pilot Cars (Jobsite) .....	33.58
Pick Up Truck & Pilot Cars (Over the road) .....	33.58
Truck Oil Greaser.....	33.58
Fuel Truck Driver.....	33.58
Fuel Man & Fuel Island Man.....	33.58
Oil Tanker.....	33.58

Oil Tanker with Pup.....	33.58
Foreman.....	33.58

### **TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....60.78

**JOB DESCRIPTION**

- 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
- 2. Extending stabilizing jackscrews to support and level a drilling rig;
- 3. Installing water well pumps;
- 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.



# GROUP CLASSIFICATIONS

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**LABORER**, includes but is not limited to:

## **Group 1**

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## **Group 2**

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization components

## **Group 3**

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited to any torch work cutting, burning, plasma arc, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and use of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw
- Laser Screed

- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance,

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing  
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.

#### **Group 6**

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
  - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

#### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Carg-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Carg Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)



- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

#### **Group 11A**

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

#### **Group 11B**

- Holland Loader or similar or Loader (over 18 cu. yds.)
- 

### **OPERATING ENGINEERS - Steel Fabricator & Erector**

#### **Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

#### **Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

#### **Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

#### **Group 4**

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

#### **Group 5**

- Boom Cat
- 

### **OPERATING ENGINEER -PILEDRIIVER**

#### **Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

#### **Group 2**

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

#### **Group 3**

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

#### **Group 4**

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

#### **Group 5**

No current classification

#### **Group 6**

- Deck Engineer

#### **Group 7**

No current classification

#### **Group 8**

- Deckhand
  - Fireman
-

## **APPENDIX A**

### **CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR BOURNE MEADOW/MARLA BAY STORMWATER IMPROVEMENT PROJECT, DOUGLAS COUNTY, NEVADA**

#### **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 DOUGLAS COUNTY, NEVADA DEPARTMENT OF TRANSPORTATION, PINEWILD HOA, THE PATRICK K WILLIS FAMILY TRUST, and NEVADA TAHOE CONSERVATION DISTRICT 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.

**APPENDIX B**

**SPECIAL TECHNICAL PROVISIONS**



# **SPECIAL TECHNICAL PROVISIONS**

**FOR**

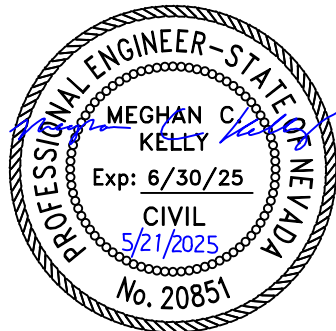
**BOURNE MEADOW/MARLA BAY STORMWATER TREATMENT PROJECT**

**DOUGLAS COUNTY, NEVADA**

**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. #20851**

**Date: May 2025**

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## **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 Bourne Meadows/Marla Bay Stormwater Treatment 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. Valid Nevada Contractor’s license number, classification, & status.

The above items shall clearly demonstrate the Contractor’s qualifications to perform the work associated with the Bourne Meadows/Marla Bay Stormwater Treatment 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 and his/her designated Foreman 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 Final Design Plans and described in these Special Technical Provisions.

The project requires coordination with several different public entities (Douglas County, the Nevada Department of Transportation, the Nevada Tahoe Conservation District, and the Tahoe Regional Planning Agency). 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 and NDOT outlets within the project area.
2. Construction of all temporary erosion control measures as shown on the project plans and as approved by the Engineer and Tahoe Regional Planning Agency (TRPA).
3. Construction of project as shown on the project plans and as described in these Special Technical Provisions. Contractor shall coordinate construction sequence with concurrent NDOT construction on US50 in summer of 2025.
4. Restoration of entire project site:
  - a. Restoration/revegetation of all disturbed areas.
  - b. Road sweeping.
  - c. Restoration of staging and access.
  - d. Removal of temporary BMPs with approval of Engineer.
5. Pre-Final site walk with the Engineer, Contractor, NDOT, Douglas County, and TRPA.
  - a. Development of project punchlist (by Engineer and Agencies).
6. Completion of punchlist items.
7. 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, USFS, NDOT, 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**

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, revegetation 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 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 all Douglas County and US Forest Service permits 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 Site Improvement Permit has been applied for and paid for, but Contractor is required to pick up the site improvement permit from Douglas County in Minden, Nevada prior to initiating any work on the site.**

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 coordinating the pre-grading meeting with TRPA** 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 coordinate the meeting so that the Contractor, Engineer, TRPA, Douglas County, and NTCD staff are present. 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 and TRPA to do such. Attention is directed to the revegetation requirements found elsewhere in these Special Technical Provisions.

The Contractor shall comply with all noxious weed requirements per the Tahoe Regional Planning Agency. 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, States of Nevada or California, or Tahoe Regional Planning Agency.
- 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 lands. These areas will be identified in the field prior to the beginning of work.
- Use weed-free mulches, and seed sources. Salvage topsoil from project area for use in onsite revegetation, unless contaminated with noxious weeds.
- 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. No equipment having a ground pressure that will disturb and/or compact the ground (generally ground pressures less than 25 psi) will be allowed off of paved areas, or designated temporary truck haul routes under any circumstance. All equipment on the project site, (off paved areas or designated truck haul routes), shall meet this low pressure requirement. 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, (manufacture’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.

#### **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). Additionally, the project is being funded by the US Forest Service (USFS) and occurs on portions of USFS land and requires the issuance of a USFS Special Use Permit (SUP). The USFS SUP requires that work on USFS land (1318-10-000-002) be completed as early in the project schedule as possible and prior to June 2, 2017. Finally, a portion of the work is within the NDOT right-of-way, which requires the issuance of an encroachment permit by NDOT. Because of the small project size, an NDEP permit is not required.

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, revegetation and restoration requirements, and all other agency approval conditions.

## **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:

- Complete and submit a Notice of Intent (NOI) including any permit and filing fees
- Develop and Implement a Storm Water Pollution Prevention Plan (SWPPP)
- 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

For coverage under the NDEP stormwater general permit, an NOI must be submitted no later than fourteen (14) days prior to the start of construction. The Contractor shall complete the NOI form and electronically file it with NDEP on-line at the following website: <https://genpermits.ndep.nv.gov/> After filing the NOI electronically the applicant must print, sign and submit the confirmation page, including any permit and filing fees, to NDEP by mail to the following address:

Stormwater Coordinator  
Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
901 South Stewart Street, Suite 4001  
Carson City, NV 89701  
*Phone: (775) 687-4670*

In accordance with NAC 445A.269, NDEP may require a general stormwater permit holder to apply for and obtain an individual permit.

### **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 145, "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 NOI, SWPPP, and applicable inspection and maintenance records shall be provided to the Engineer at least seven (7) calendar days prior to start of construction** and shall be posted at the construction site with other project records; upon request these records, NOI, 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 130 – MOBILIZATION & DEMOBILIZATION**

### **130.01 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; 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, 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.

### **130.02 Access and Staging**

Access to the site is through the Pinewild HOA on paved existing roads and then on a Douglas County easement. Contractor shall notify the Pinewild Condominiums in writing 10 Days prior to the start of construction and at least 48 hours in advance of the interruption of access. A gate code will be provided for the contractor's use from the HOA. A copy of the notice is to be submitted to the NTCD at the same time. Contractor shall maintain access to homes and the clubhouse at all times.

No specific staging areas are identified. Staging shall be done in areas that are already disturbed or in the construction footprint. Additional staging should be approved by the Engineer. All areas used for staging and access must be restored to their original condition or better after use.

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. The Contractor shall further be responsible for establishing all necessary and required temporary erosion control protections. 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.

Set-up, use, and restoration of all staging/storage areas requires the Contractor to protect all existing facilities, equipment, vegetation, utilities (above and below ground/grade) and surface features (such as, but not limited to, fences, posts, signs, boulders, landscaping, slopes, etc.) in place. Should the Contractor's operations damage any of these items the Contractor shall replace, in kind, the damaged or destroyed item. The damage or destruction of any item will be determined by the Engineer during the course of construction or at the final punchlist development. In the event the Contractor needs to relocate any item (boulder, fence, etc.) the Contractor shall replace the item to its original location. If the relocated item is damaged, as determined by the Engineer, the Contractor will be required to replace the damaged item with an in-kind replacement. No additional compensation will be allowed for any relocation, or replacement of damaged items, this will be at the sole cost to the Contractor.

All staging/storage areas shall comply with the 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, NTCD, and TRPA 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.

### **130.03 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. Furthermore, demobilization shall include cleaning the existing drainage inlets, sediment caps, pipes, and culverts within the project boundary. 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."

### **130.04 Record Drawings**

The Contractor shall keep accurate records on a set of project black line prints (24 inches x 36 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. Release of retention monies will not occur prior to submittal and acceptance of the final record drawings, which shall be a comprehensive set of Record Drawings detailing all aspects of the Project. Two (2) sets of full sized (24x36) 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. Should the Contractor not provide this information to the Engineer in the time specified in this section, or to the acceptance of the Engineer (record drawings do not note all changes to the project) the Engineer will not accept the record drawings, retention shall not be released on the project, the record plans will be returned to the Contractor and the Contractor

shall resubmit the record drawings to meet the requirements of this section to the acceptance of the Engineer.

### **130.05 Measurement and Payment**

Mobilization and Demobilization, 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 (if necessary), 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, 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 135 – SUBMITTALS**

### **135.01 General**

Where required by the Contract Documents, project permit(s), Project Plans, 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

The number of copies to be submitted will be according to the following, unless specified elsewhere:  
Construction Schedule, Traffic Control Plan, and Truck Haul Routes – 4 copies  
Submittals & Shop Drawings – 4 copies  
Certifications – 3 copies (conforming certifications will not be returned)

### **135.02 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 Contractor's responsibility to review and be knowledgeable with all portions of the project permits, Plans, Contract Documents, Standard Specifications, and these Special Technical Provisions for any additional requirements):

- Construction Schedule
- 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
- Engineered fabrics
- Aggregates used in the work
- Aggregate base (AB), imported fill, engineered fill, imported topsoil, and bedding materials
- 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
- Revegetation items as specified in Section 260 "Revegetation"
- Record Drawings

### **135.03 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, 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 140 – CONSTRUCTION STAKING**

### **140.01 Description**

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

NTCD shall furnish one set of stakes and/or marks to establish lines and grades required for the completion of the work as shown on the Plans and as specified in the Standard Specifications and these Special Technical Provisions. The Contractor is responsible for notifying the Engineer at least seven (7) days in advance of when staking is needed. The Contractor will be responsible for any and all additional

construction staking necessary for the full and complete construction of the Project. The Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Contractor's construction staking will be verified by the Engineer, at the Engineer's discretion.

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

- Control points and benchmarks,
- Outfall alignments
- Limits of grading and grade breaks, and
- Stormwater infrastructure locations and offsets.

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

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

At the completion of staking, the Contractor will be provided with survey information upon request, electronic or hard copy. If the Contractor's surveyor wishes to develop a different work plan it shall be the Contractor's responsibility to develop such a work plan and present to the Project Engineer for approval.

#### **140.02 Measurement and Payment**

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

### **SECTION 145 – TEMPORARY EROSION CONTROL**

#### **145.01 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, 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.

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.

### 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) and 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.

**145.02 Construction Limit Fence and Tree 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, the Standard Specifications, these Special Technical Provisions, The Project Permits and the TRPA Best Management Practices.

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

**145.03 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, 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 as necessary to conform to the Project Permit(s). All filter fence 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 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. Sediment log (fiber roll) shall not be used in place of filter fence without prior acceptance and written consent of the Engineer.

**145.04 Coir Logs (Sediment Logs)** 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 coir log, for acceptance of the Engineer, prior to placement in the work.**

Coir 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.

Coir logs with a diameter of 8 to 10 inches shall have a density of at least 1.1 lb/ft, and coir 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 coir logs shall be properly staked in place, except where its use is intended to be short term (daily operations) or reposition of the coir 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 coir 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 coir log 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 log to prevent water from undercutting the log.
- The Contractor shall place the coir log in the trench and stake on both sides of the coir log 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 coir log is placed in a row or check dam, the coir logs shall be overlapped in a horizontal configuration to provide a tight joint.

Coir 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). All coir 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 coir 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.

Any coir 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.

**145.05 Temporary Concrete Washout Facility.** Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to construct, maintain and later remove when no longer required, including all waste materials, a temporary concrete washout facility in accordance with the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

When a temporary concrete washout facility is no longer required for the work, as determined by the Engineer, all materials including the hardened concrete and liquid residue are considered the property of the Contractor and shall be removed and disposed of in conformance with the provisions found elsewhere in these Special Technical Provisions, and the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facility shall be backfilled and repaired in conformance with the provisions found elsewhere in these Special Technical Provisions, and the Standard Specifications. Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for acceptance at least seven (7) days prior to installation.

### Materials

- A. Plastic Liner  
Plastic liner shall be single ply, new polyethylene sheeting, a minimum of ½ inch thick, and shall be free of holes, punctures, tears, or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.
- B. Permeable Material  
Permeable material shall be washed 1 inch drain rock or approved equal.
- C. Sediment Log  
Sediment Log shall be as specified in Section 145 of these Special Technical Provisions.
- D. Gravel Bags  
Gravel bags shall as specified in Section 145 of these Special Technical Provisions.
- E. Stakes  
Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine; shall be cut from sound timber; and shall be straight and free from loose or unsound knots and other defects which would render them unfit for the purpose intended. Wood stakes shall be minimum one (1) inch x two (2) inches in size. Metal stakes may be used as an alternative and shall be a minimum 1/2 inch in diameter. Stakes shall be a minimum four (4) feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's acceptance prior to installation.

### Installation

The temporary concrete washout facility shall be installed as shown in the Plans and as follows:

- A. The temporary concrete washout facility shall be installed prior to beginning placement of concrete and located a minimum of 50 (fifty) feet away from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. The facility shall be located away from construction traffic or direct access to the staging and storage area.
- B. The temporary concrete washout facility shall be constructed in sufficient size to contain liquid and concrete waste generated by washout operations for concrete wastes. The facility shall be constructed to contain liquid and concrete waste without seepage, spillage, or overflow.
- C. The depressed area or pit shall be covered with a plastic liner in order to protect the underlying soils from contamination.
- D. The plastic liner may be held in place using sediment logs, gravel bags, or berms constructed from compacted native materials.

### Maintenance

The temporary concrete washout facility shall be maintained to provide adequate holding capacity with a minimum freeboard of twelve (12) inches. Maintaining the temporary concrete washout facility shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions found elsewhere in these Special Technical Provisions, and the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping, or the plastic liner shall be replaced. Plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

The temporary concrete washout facility shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary concrete washout facility resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

#### **145.06 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 Contractor's activities 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 be responsible for dust control throughout all phases of construction. All 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 (Douglas County). The Contractor shall use said hydrant(s) in accordance with any rules, regulations, and procedures as established by the agency.

#### **145.07 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), and TRPA Best Management Practices. Tracking of sediment onto public streets shall be minimized by a combination of road sweeping and use of tracking prevention devices at 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 three times daily (e.g. mid-morning, 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.

#### **145.08 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 Manufacturer'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 Manufacturer) and disposed of in a manner acceptable to the Engineer, NDEP, and TRPA.
- 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, and TRPA.

**145.09 Measurement and Payment.** "Construction Limit Fence" shall be measured on a per linear foot basis completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for "Construction Limit Fence" shall be made at the contract unit bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the "Construction Limit Fence" as specified and making any required modifications due to field conditions.

"Tree Protection" shall be measured on a per each basis completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for "Tree Protection" shall be made at the contract unit bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the "Tree Protection" as specified and making any required modifications due to field conditions. Construction limit fencing placed as part of

the “Tree Protection” bid item shall not be counted in the linear foot measurement for the “Construction Limit Fencing” bid item.

“Silt Fence” shall be measured on a per linear foot basis completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for “Silt Fence” shall be made at the contract unit bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the “Silt Fence” as specified and making any required modifications due to field conditions.

“As-Directed Coir Logs” shall be measured on a linear foot, and/or square foot basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for “As-Directed Coir Logs” shall be made at the contract unit bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the “As-Directed Coir Logs” 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 150 – CLEARING AND GRUBBING AND TREE REMOVAL**

### **150.01 Description**

This section covers the construction methods involved in all clearing and grubbing, and tree removal operations as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. Attention is directed to section 201 of the Standard Specifications. Work under this item 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, tree removal, stump removal, and disposal of waste and other miscellaneous debris in accordance with the Project Plans, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer.

### **150.02 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, 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 6-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. 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.

No live trees or downed logs or wood (equal to or greater than 6-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 6-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, or applicable property owners in association with the removal.

Existing survey monuments within the construction limits shall be protected in place.

#### Topsoil and Organic Materials

During clearing and grubbing, the Contractor shall salvage and stockpile topsoil for reuse in the project area in accordance with Section 260, "Revegetation," of these Special Technical Provisions. Topsoil shall be re-applied within the project area in accordance with Section 260, "Revegetation," of these Special Technical Provisions. The Contractor shall make allowances for chipping larger organic materials such as trees, suitable roots, branches, and stumps so that these materials can be used for project revegetation/restoration efforts.

The Contractor shall not stockpile any vegetation or other debris generated as a result of the clearing and grubbing or tree removal operations that is not suitable for use in revegetation efforts as identified by the Contractor or the Engineer. This may include weed infestation areas. All unsuitable vegetation or other debris shall be removed from the job site by the end of each working day.

#### **150.03 Tree Removal**

Work under these bid items shall consist of furnishing all labor, tools, equipment and materials necessary for the removal of trees equal to or larger than 6-inches in diameter, measured at an elevation of 4.5-feet above the prevailing existing ground surface on uphill side of tree (a.k.a diameter at breast height - DBH). Trees equal to or larger than 6-inches DBH to be removed are schematically shown on the Project Plans and will be conspicuously marked in the field by the Engineer and TRPA forester (**no tree shall be removed unless marked in the field**). Tree removal shall include the removal of associated stumps and roots necessary for a complete removal of the tree and its appurtenances, and backfilling the remaining hole with native material, as directed by the Engineer.

The quantity (contract value) of trees to be removed, as shown on the Project Plans, may be more or less than the contract amount, as determined by the Engineer. Final quantities may fluctuate based on field conditions and actual construction staking, layout, and grading limits at the time of construction. All trees necessary for removal, as determined by the Engineer and TRPA staff forester, will be identified and conspicuously marked in the field for removal.

Prior to timber removal operations all associated temporary erosion control measures and BMPs, and traffic control must be in place, in accordance with the SWPPP, Project Permit(s), Standard Specifications and these Special Technical Provisions.

Trees shall be felled to minimize disturbance to surrounding facilities, structures, vegetation and traffic flow on roadways. The Contractor shall make all efforts to minimize any damage to trees and/or root systems that are to remain in place. The Contractor shall be liable for damage to utility service lines, fences or other structures. Contractor is responsible for complete site cleanup, including slash disposal.

No slash may be stored or burned on site. All wood products must be removed from the site prior to resale. No trees (equal to or greater than 6-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 trees (equal to or greater than 6-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, or applicable property owners in association with the removal.

#### **150.04 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.

#### **150.05 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.

#### **150.06 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.

#### **150.07 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.

#### **150.08 Measurement and Payment**

“Clearing and Grubbing” (including trees under 6-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 square footage provided in the engineering plans was calculated using survey data and processed in AutoCAD in 2D and is an estimation – only survey data provided by the contractor will be accepted to change the square footage. The lump sum price for “Clearing and Grubbing” (including trees under 6-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, 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.

“Remove Trees (6-inches to 11-inches)” shall be measured on a per each basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. “Remove Trees (12-inches to 17-inches)” shall be measured on a per each basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. “Remove Trees (18-inches to 23-inches)” shall be measured on a per each basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. “Remove Trees (24-inches to 29-inches)” shall be measured on a per each basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. “Remove Trees (30-inches to 35-inches)” shall be measured on a per each basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The unit price for “Remove Trees (Size)” shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing each tree and associated stump and chipping and as specified in the Project Plans, Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, including the removal and disposal of all the materials not to be used in the project 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 155 – REMOVAL OF EXISTING IMPROVEMENTS**

**155.01 General.** Work under this section shall conform to the project permits, Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, and TRPA Best Management Practices. The Contractor’s attention is directed to Section 202, “Removal of Structures and Obstructions”, of the Standard Specifications.

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



materials scheduled or specified for removal shall be removed from the project area and disposed of outside of the Lake Tahoe basin in accordance with TRPA ordinances and NAC 444.8565.

#### **155.02 Remove Fencing**

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 wood rope, chain link, posts, and concrete. 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.

#### **155.03 Remove Miscellaneous Structures**

Work under this section shall include the complete removal and disposal of storm drainage structures, existing concrete, the backfill, and compaction, and restoration of the disturbed area as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. Any areas where storm drainage structures are removed shall be backfilled, graded, and restored to match the surrounding area, unless otherwise noted on the plans, or directed by the Engineer. The resulting waste materials and debris shall become the property of the Contractor and be disposed of by the Contractor in conformance with the Standard Specifications, Project Permits, and these Special Technical Provisions. Under no circumstances shall any segment of storm drainage pipe designated for removal be abandoned in place, unless otherwise noted on the plans and/or acceptance of the Engineer.

#### **155.04 Backfill and Compaction**

All disturbed areas where pipe, structures, and other miscellaneous improvements are removed, shall be restored in like kind to match the pre-existing lines and grades and surrounding adjacent area, unless otherwise noted on the Plans, or as directed by the Engineer. The Contractor is required to backfill and compact excavated trenches to sub-grade using accepted native material and/or local borrow or imported borrow as determined by the Engineer if import is required; replace the sidewalk, landscaping, and other surface improvements as applicable; and/or replace the topsoil and pre-existing landscape features or revegetate the disturbed area. **Any native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.**

Trenches, holes, depressions and pits caused by the removal of existing improvements shall be backfilled with materials equal to or better in quality and to the same thicknesses as the surrounding materials, and in conformance with Section 207, "Backfill", of the Standard Specifications. **No broken concrete, asphalt concrete, or other debris shall be left in excavated trenches or be included as part of the backfill.** All backfill materials at a minimum shall not exceed optimum moisture content and be free of stones or lumps exceeding 3 inches in greatest dimension, organic matter, or other unsatisfactory material that may restrict compaction requirements. In surfaced areas (i.e. pavement, concrete) that are otherwise to remain undisturbed, the structural section shall be replaced with materials equal to or better in quality and to the same thicknesses as the surrounding materials.

Fill to be placed beneath concrete slabs and all other components subject to structural loading shall conform to the requirements of Section 207 "Backfill" of the Standard Specifications. If a new structure is specified to replace the old structure, unsuitable materials shall be removed as directed by the Engineer. Unless otherwise specified, remaining material and fill material shall be compacted to ninety percent (90%) in ditch and slope areas, and brought up to the bottom grade of aggregate structural

section of the new structure, unless otherwise specified on the Project Plans (compaction requirements on the Project Plans shall govern).

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

#### **155.05 Measurement and Payment**

“Removal of Chain Link Fence” shall be measured on a per linear foot basis completed and accepted by the Engineer as conforming to all the requirements in the complete work. Payment for “Removal of Chain Link Fence” shall be made at the contract unit bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the “Removal of Chain Link Fence” as specified and making any required modifications due to field conditions.

Full compensation for removal and disposal of existing improvements and associated backfills in conformance with this section and other sections of the Standard Specifications, and these Special Technical Provisions is included in the prices paid for various Contract items of work involved, and no additional compensation will be allowed.

### **SECTION 160 – EXISTING UTILITIES AND UNDERGROUND FACILITIES**

#### **160.01 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.

#### **160.02 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.

#### **160.02 Measurement and Payment**

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 – FENCING AND GATE**

### **165.01 General**

The work under this item shall consist of furnishing all labor, tools, equipment, materials, and incidentals necessary for the construction of chain link fencing and 12 foot swing gate in accordance with the Project Plans and in conformance with the Standard Specifications.

### **165.02 Materials and Construction**

The chain link fence and 12 foot swing gate shall be six feet in height and constructed using galvanized 9-gauge steel chain link fabric with a two-inch diamond mesh pattern. Chain link fence shall be dark brown, dark green, or black vinyl, including fence posts and gates, in accordance with TRPA standards. The selva at both the top and bottom shall be twisted and barbed. Line posts shall be a minimum of 2-inches in outside diameter and shall be galvanized. End, corner, and pull posts shall be a minimum of 2.375 inches in outside diameter and also galvanized. All posts shall be installed with concrete footings in accordance with project standard details and shall not exceed ten feet on center spacing. Top rails, tension wire, fittings, and all related accessories shall be hot-dipped galvanized and installed per standard industry practice and as shown on the Project Plans. Gates, where required, shall match the fence in height and materials and shall include all necessary hardware. All work shall conform to Douglas County's Design Criteria and Improvement Standards, and installation shall be completed by a qualified contractor with proven experience in chain link fence construction.

### **165.03 Measurement and Payment**

"Chain Link Fence" shall be measured by the linear foot as determined from the dimensions shown on the Project Plans or as directed by the Engineer and subsequently measured in the field. The contract unit price per linear foot shall include full compensation for furnishing all labor, materials, equipment, and incidentals necessary to complete the work, including but not limited to excavation, backfill, concrete post foundations, reinstallation of fallen sections, gates, and all placement and labor. No additional compensation will be allowed beyond the contract unit price.

"12-Foot Swing Gate" shall be measured by the per each basis as shown on the Project Plans. The contract unit price per each shall include full compensation for furnishing all labor, materials, equipment, and incidentals necessary to complete the work, including but not limited to excavation, backfill, concrete post foundations, reinstallation of fallen sections, gates, and all placement and labor. No additional compensation will be allowed beyond the contract unit price.

## **SECTION 170 – REINFORCING STEEL**

### **170.01 General**

Reinforcement and related material shall conform to the provisions of Section 206 of the Standard Specifications.

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for placing reinforcing steel in accordance with the Contract Documents, Standard Specifications, and these Special Technical Provisions, and in conformity with the lines, grades, dimensions, and general design parameters as shown on the Project Plans, and as established and directed by the Engineer.

### **170.02 Measurement and Payment**

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

## **SECTION 175 – PORTLAND CEMENT CONCRETE**

### **175.01 General**

Portland cement concrete and related material shall conform to the provisions of Section 202 of the Standard Specifications.

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of cast in place storm drain structures in accordance with the Contract Documents, Standard Specifications, and these Special Technical Provisions, and in conformity with the lines, grades, dimensions, and general design parameters as shown on the Project Plans, and as established and directed by the Engineer.

### **175.02 Mix Design**

Portland cement shall be Type II unless otherwise specified. A mix design shall be developed and submitted to the Engineer in accordance with Subsections 337.01 - "Mix Design" of the Standard Specifications to determine the composition of the mixture. All concrete mixes shall meet the requirements of Section 202 - "Cementitious and Related Materials" of the Standard Specifications. No concrete shall be placed without approval by the Engineer of a mix design.

### **175.03 Measurement and Payment**

"Concrete Channel" shall be measured by cubic yard as determined from the dimension shown on the Project Plans or dimensions directed by the Engineer and subsequently measured in the field. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the "Concrete Channel", including, but not limited to, excavation, rebar placement, backfill, formwork, placement, curing, labor, and incidentals is included in the contract unit price per cubic yard for "Concrete Channel" and no additional compensation will be allowed.

## **SECTION 180 – BIOCHAR**

### **180.01 General**

Biochar is a charcoal-like substance that is made by burning organic material from forestry wastes in a controlled process called pyrolysis. Biochar will be installed in the western basin. Work under this specification consists of local transport and installation of biochar.

### **180.02 Installation**

A ten cubic yard pile of biochar will be located within the project area for installation in the west basin. The Contractor should integrate the 10 cubic yards of biochar into the bottom of the western basin by excavating at least 12 inches of the native soil and integrating the 10 cubic yards of biochar into the basin bottom to achieve the compaction, lines, and grades shown on plans.

### **180.03 Measurement and Payment**

“Biochar Installation” shall be measured by cubic yard as determined from the pile integrated into the western basin as directed by the Engineer and subsequently measured in the field. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the “Biochar Installation”, including, but not limited to, excavation, biochar placement, mixing, backfill, labor, and incidentals is included in the contract unit price per cubic yard for “Biochar Installation” and no additional compensation will be allowed.

## **SECTION 200 – GRAVEL, ROCK, & 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, rock, and other aggregates in the work, including but not limited to, rock lined channel, spillway, aggregate base courses, bedding and backfill, mortar and grout, and Portland cement 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, 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 used in the work at the outfalls, including imported and reused rock, 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.

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 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 gravel, rock, 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.

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

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

#### **200.04 Rock Lined Channel**

Rock size shall be as shown on Project Plans. Rock shall be angular and a color that matches native granite material found in the Lake Tahoe Basin. All rock used for the rock lined channel shall be uniform in color and shape. A sample of the proposed rock shall be submitted to the Engineer ten (10) working days prior to constructing any of the proposed improvements in this section. Rock color and shape shall be approved by the Engineer.

#### **200.05 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. 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.

#### **200.06 Measurement and Payment.**

“Riprap Channel Lining (Class 150)” shall be measured by the cubic yard of riprap placed in the channel. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the “Riprap Channel Lining (Class 150)” including, but not limited to, transportation, rock placement, labor, and incidentals is included in the contract and no additional compensation will be allowed.

## **SECTION 210 – BASIN EARTHWORK**

### **210.01 General**

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for basin excavation, berm construction, local borrow native soils, import, structural fill, salvage topsoil, imported topsoil, amended 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. The surface - top four to six inches (4”-6”) of on-site soils (topsoil) - shall be segregated from the underlying soils and salvaged, stockpiled, disposed of, or reused as designated elsewhere in these Special Technical Provisions as directed by the Engineer. These organic rich surface soils shall not be used in, or blended to incorporate with, the native fill, engineered fill, structural fill or other designated fill material. The Contractors attention is directed to Sections 150.02, “Clearing and Grubbing” and 260, “Revegetation,” of these Special Technical Provisions.

Cobbles and boulders will likely be encountered during grading and should not be incorporated within the berm or other fill 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.

### **210.02 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.

### **210.03 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 native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.** 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.

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 local borrow native fill requiring density testing. Materials Testing shall be per Standard Specifications.

### **210.04 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.

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.

### **210.05 Basin Berm**

Backfill, grading, and compaction of the proposed berm shall produce a finished grade surface to the lines and grades as shown on the Project Plans, and all work shall be in conformance with the applicable sections of these Special Technical Provisions, and as directed by the Engineer. Placement of topsoil and associated finish grading, and revegetation treatments shall be as specified elsewhere in these Special Technical Provisions, or as directed by the Engineer.

Earthen materials used for native fill and import fill shall be in conformance with the requirements stated herein. Placement, layering, compaction, and locations of the fill materials to create a distinct soil profile to produce a finished grade surface shall be as shown on the Project Plans, described herein, and as directed by the Engineer.

#### Site Preparation

All debris, pavement, and concrete shall be removed from the berm site. A stripping depth of 0.2 to 0.3 feet is anticipated. Trees and associated roots greater than one-half inch in diameter shall be removed,



where necessary, to a minimum depth of 12 inches below finished grade or in the footprint of the berm. Recycled materials shall not be used within the earthen berm fills. The Contractor shall exercise care during grading to locate and identify any existing buried improvements that require removal and replacement. Aggregate base or bedding sand encountered during the removal of improvements may be sufficiently blended with the native silty sands and stockpiled for re-use provided it meets the requirements for berm fill. The Contractor shall have fill materials, including those generated on site, sampled, tested, and approved by the Geotechnical Engineer prior to placement and compaction.

#### Grading and Filling

Once the debris and vegetation are removed from areas to receive berm fill, the existing subgrade shall be scarified to a depth of 12" minimum, moisture content within 3 percent of optimum, and compacted to at least 88 percent relative compaction (ASTM D1557). Any soft or wet zones shall be stabilized by methods such as excavation or dewatering prior to final grading. Berm fill materials shall not be placed on surfaces that are muddy, frozen, or contain frost or ice.

All materials used for the berm fill shall be approved by the Engineer prior to placement. Contractor shall take due care to protect the resulting native material stockpiles from being compromised with coarse particles such as cobbles or asphalt. Oversized particles (greater than 4" diameter) shall be removed from berm fill material or import fill will be required. Berm fill shall meet the following requirements:

<b>Berm Fill Requirements</b>	
<b>Sieve Size</b>	<b>Percent Passing (by dry weight)</b>
4"	100
¾"	70-100
No. 40	50-100
No. 200	>40
Plasticity Index	15 min.

Berm fill shall be placed in a maximum of 8 inch loose lifts and compacted to at least 92 percent relative compaction (ASTM D1557). Berm fill shall have a moisture content within 3 percent of optimum. Higher moisture contents may be acceptable if the soil lift is stable, required compaction is attained, and approval is given by Geotechnical Engineer. Field density testing shall be performed on each lift of fill.

#### **210.06 Topsoil Placement**

Placement of topsoil (salvage, import, or amended fill) to the required thickness, including any associated finish grading and compaction, shall produce a finished surface to the lines and grades as shown on the Project Plans, and all work shall be in conformance with the applicable sections of these Special Technical Provisions. The topsoil (salvage, import, or amended fill) shall be placed to blend with the adjacent project improvements to create a generally smooth, natural appearance as directed by the Engineer; and to create a stable area to receive all proposed revegetation treatments as specified elsewhere in these Special Technical Provisions.

Following completion of excavations, fills, grading, compaction, placement of aggregates, and construction of all proposed improvements as shown on the Project Plans as required prior to placement of any topsoil (salvage, import, or amended fill), the Contractor shall schedule for a site inspection by the Engineer (minimum of 4 working days notice required) in order to inspect the subject

work area for conformance with the contract documents, plans, and specifications. **Placement of topsoil shall not commence until the Engineer has inspected and accepted the subject work area.** In addition the base soils will be inspected (using a soil probe or penetrometer) for any areas of excessive compaction. Upon discovery the Engineer will mark all areas/items required for corrective measures, and mark the limits of areas where soils shall be loosened/decompacted in order to commence placement of topsoil (salvage, import, or amended fill) and subsequent installation of the revegetation treatments in accordance with the applicable provisions of Section 260, "Revegetation" of these Special Technical Provisions.

Salvaged topsoil shall only be generated from the project site (within the limits of grading) as specified in Sections 150 "Clearing and Grubbing" and 260 "Revegetation" of these Special Technical Provisions.

Earthen materials used for imported topsoil shall be imported to the project site and/or produced on-site, and all construction and materials shall be in conformance with the Plans and applicable portions of these Special Technical Provisions and Standard Specifications. Attention is directed to Section 260 "Revegetation" of these Special Technical Provisions for specific material requirements for the imported topsoil and amended fill.

#### **210.07 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.

**210.08 Measurement and Payment.** Basin Earthwork shall be measured per bank cubic yard, 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 and 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 as a percent increase based on the original lump sum bid. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the lump sum price.

The unit price paid for "Basin 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.

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 260 – REVEGETATION**

**260.01 General.** The Contractor shall perform all revegetation work as specified herein and in accordance with the provisions of these Special Technical Provisions, the Project Plans, and the Standard Specifications. The revegetation work shall consist of all site preparations associated with the revegetation treatments and shall include temporary erosion control, seedbed preparation, seeding, applying tackifier, mulching, and hydroseeding in accordance with the requirements as shown on the Project Plans, and as directed by the Engineer.

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

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

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. Delineate project boundaries with fencing per the requirements in Construction Limit Fencing and in these Special Technical Provisions. Traffic outside of the project area is prohibited. Any existing or previously installed vegetation damaged shall be replaced by the Contractor. Areas to receive revegetation treatments shall include all areas disturbed during construction, as indicated on the Project Plans and as directed by the Engineer and/or the Revegetation Specialist.

All compacted soils in the project area shall be loosened as needed to a depth of 8" unless otherwise specified or directed by the Engineer. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be left rough unless erosion control blankets are specified, in which case soils shall be raked smooth. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

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

### **260.02. Materials**

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

### Seed

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

The seed mixes provided by NTCD will be as follows.

Seed Mix 1		
Species (Scientific Name)	Species (Common Name)	PLS LBS per Acre
<i>Deschampsia cespitosa</i>	Tufted hairgrass	0.50
<i>Carex praegracilis</i>	Slender sedge	0.50
<i>Elymus glaucus</i>	Blue Wildrye 'Stanislaus'	3.00
<i>Hordeum brachyantherum</i> <sup>1</sup>	Meadow barley	2.00
<i>Juncus balticus</i>	Baltic rush	0.10
<i>Leymus triticoides</i>	Creeping wildrye	3.00
<i>Lupinus polyphyllus</i>	Tahoe lupine	1.00
<i>Penstemon rydbergii</i>	Rydberg's penstemon	0.25
<i>Potentilla gracilis</i>	Slender cinquefoil	0.50
<b>Total</b>		<b>11.85</b>
Seed Mix 2		
Species (Scientific Name)	Species (Common Name)	PLS LBS per Acre
<i>Bromus carinatus</i>	California Sierra Brome	4.00
<i>Elymus elymoides</i>	Squirreltail	2.00
<i>Elymus trachycaulus</i>	Slender wheatgrass 'Revenue', or 'Pryor'	4.00
<i>Poa secunda</i>	Sandberg bluegrass 'Sherman'	1.00
<b>Total</b>		<b>11.00</b>

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<sup>1</sup> Sources above 6,000 ft. in elevation

### Topsoil

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

- Contain no less than 2 percent nor more than 13 percent organic matter, as determined by the test for organic matter in accordance with ASTM D2974.
- Contain no less than 25 percent or more than 40 percent clay, as determined in accordance with ASTM D422.
- Sand content shall not exceed 55 percent, as determined in accordance with ASTM D422.
- Silt Content shall be between 30 and 50 percent, as determined in accordance with ASTM D422.
- The pH shall not be lower than 5.0 or higher than 8.0. The pH shall be determined with an acceptable pH meter on that portion of the sample passing the No. 10 sieve, in accordance with the "Suggested Methods of Tests for Hydrogen Ion Concentration (pH) of Soils," included in the ASTM Procedures for Testing Soils issued December 1964.
- Topsoil shall meet the following mechanical criteria: 100 percent shall pass the 1-inch screen;
- 97-100 percent shall pass the 1.5-inch screen; and 40-60 percent shall pass the No. 100 mesh sieve.
- Topsoil shall be free of clods, gravel, and other inert material. **Topsoil shall be certified to be free of non-native noxious vegetation and seed documented in writing from the Vendor.** Should such regenerative material be present in the soil, the Contractor shall remove, at his expense and in a manner satisfactory to the Engineer, all such growth, both surface and root, which may appear in the imported topsoil within 1 (one) year following acceptance of the work.

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

### Mulch

Mulch shall be native wood chip mulch produced onsite from clearing and grubbing or tree removal activities.

### **260.03 Installation of Treatments**

The Contractor shall notify the Engineer no less than three working days in advance of revegetation work and shall not begin the work until prepared treatment areas have been approved. The Engineer shall verify labeling of erosion control blankets and stakes upon delivery to the site and prior to application.

### Preparation of Seed Beds.

All bare soils in the project area, and those in areas outside the project area that were disturbed by the Contractor, shall be loosened as needed to a depth of 6 inches unless otherwise specified on the plans or directed by the Engineer. Soils shall be loosened with hand tools, an agricultural disc, rippers, or other equipment approved by the Engineer. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Care must be taken around existing trees and shrubs to prevent root damage during soil conditioning, grading and excavation activities. No mechanical loosening of soil shall take place within the dripline of mature trees or shrubs. Final surfaces shall be left rough unless erosion control blankets are specified, in which case soils shall be raked smooth. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

### Seeding

Seed shall be uniformly broadcast with hand-held seeders to achieve desired application rate. Incorporate seed by raking or harrowing to a depth of ¼ inch to ½ inch. Seed shall not be left uncovered more than 24 hours. Seeding shall not occur under conditions that would allow the seed to become windborne (winds greater than 5 mph) or to wash away.

#### Mulching

Material shall be evenly applied to a depth of approximately one (1) to two (2) inches, for 100% cover over revegetation areas (except for areas to receive the erosion control blanket—which shall not receive mulch).

#### Installing Erosion Control Blankets

Install where shown on the project plans to cover inside of basin and any slope greater than 3:1. Carefully key in blankets per Project Plans. Overlap blankets twelve (12) inches working toward direction of flow, if possible. Stake with stakes installed three (3) feet on center. Key fabric in to a six (6) inch deep toe trench at the toe of slopes. Anchor blankets in trenches with the stakes on one-foot centers, backfill the trench and compact loose soil. Overlap blanket any blanket ends twelve (12) inches minimum.

### **260.04 Revegetation Treatment Types**

#### Basins and Slopes over 3:1

Have Engineer check for any areas of excessive compaction. De-compact as necessary to 8" depth and rake smooth. See with Seed Mix 1. Install single layer of straw coconut erosion control blanket on slopes 3:1 or greater and on inside of all basins. Stake per detail in plans.

#### Outside Basins

Have Engineer check for any areas of excessive compaction. De-compact as necessary to 8" depth and rake smooth. See with Seed Mix 2. Mulch all seeded areas with 1 to 2 inch layer of mulch.

### **260.05 Measurement and payment**

"Basins and Slopes over 3:1" shall be measured on a square foot basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. Additional unauthorized disturbance outside those areas shown on the Project Plans shall be at the expense of the contractor and not part of the square footage measured for payment. The contract price paid for "Basins and Slopes over 3:1" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in completing the revegetation of this area including the required erosion control blanket, soil preparation, seed installation, complete in place, as shown on the Plans, as specified in these Special Technical Provisions and as directed by the Engineer; and no additional compensation will be allowed.

"Outside Basins" shall be measured on a square foot basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. Additional unauthorized disturbance outside those areas shown on the Project Plans shall be at the expense of the contractor and not part of the square footage measured for payment. The contract price paid for "Outside Basins" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in completing the revegetation of this area including the required erosion control blanket, soil preparation, seed installation, complete in place, as shown on the Plans, as

specified in these Special Technical Provisions and as directed by the Engineer; and no additional compensation will be allowed.

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.

**APPENDIX C**

**PROJECT PLANS**



**APPENDIX D**

**PROJECT PERMITS**



## ATTACHMENT Q

# STANDARD CONDITIONS OF APPROVAL FOR GRADING PROJECTS

For any questions regarding information within this packet, please call 775-589-5333 or email [TRPA@trpa.gov](mailto:TRPA@trpa.gov) to speak with a permitting technician.

This handout on the standard conditions that must be met in all projects involving grading is divided into the following three sections:

- I. Pre-Grading Conditions (Pre-activity, where applicable)
- II. Construction/Grading Conditions
- III. General Conditions/Design Standards

Please read all of the conditions carefully to avoid any delays in construction of your project. Your plans have been reviewed and approved as required under Tahoe Regional Planning Agency (TRPA) Rules, Regulations and Ordinances only. TRPA has not reviewed and shall not be responsible for any elements contained in your plans, i.e., structural, electrical, mechanical, etc., which are not required for review under said Rules, Regulations and Ordinances.

### I. PRE-GRADING AND PRE-ACTIVITY CONDITIONS

The following conditions must be completely complied with prior to any site disturbance or commencement of activity.

- A. Final Construction Plans:** Final construction plans must be submitted to and reviewed by TRPA to determine conformance with the approval. Said plans shall clearly depict the following:
  - 1. Slope stabilization methods to stabilize all existing and proposed cut and fill slopes.
  - 2. Areas to be revegetated, including complete specifications for such revegetation.
  - 3. Fencing for vegetation protection.
  - 4. Temporary and permanent erosion control devices.
  - 5. Utility trenches.
  - 6. Dust control measures.

7. All water quality improvements (BMPs) required in the conditional approval. Drainage facilities shall be designed to be capable of retaining runoff water for a two (2) year, six (6) hour storm.
  8. The final plans shall contain equipment specifications necessary to establish compliance with Standard Conditions III. A-F.
- B. Securities:** A security shall be posted with the TRPA to ensure compliance with all permit conditions. The security shall include an amount equal to 110% of the cost of the BMPs and other erosion control and water quality improvements required. For further information on the acceptable types of securities, see Attachment J.
- C. Mitigation Fees:** All required air quality, water quality, and excess coverage and offsite coverage mitigation fees shall be paid to TRPA.
- D. Temporary BMPs:** The following temporary BMPs are required to be installed onsite prior to any grading activity occurring:
1. Installation of temporary erosion controls.
  2. Installation of vegetation protection measures.
  3. Installation of construction site boundary fencing.
- E. Required Inspection:** An onsite inspection by TRPA staff is required prior to any construction or grading activity occurring. TRPA staff shall determine if the onsite improvements required by Condition II (1), above, have been properly installed. No grading or construction shall be undertaken by the permittee until receipt of TRPA notification that the pre-grading/pre-activity conditions of approval have been satisfied.
- F. Required Notices:** The following notices to the TRPA are required prior to any grading or construction occurring on the project site:
1. Notice for Pre-Grading Inspection: The permittee shall notify the TRPA when all onsite improvements required under Condition II(1), above, have been installed so that the required pre-grading inspection may be scheduled.
  2. Notice of Commencement of Construction: The permittee shall notify the TRPA at least 48 hours prior to commencement of construction or grading on the project site. Said notice shall include the date when construction will commence.

## II. CONSTRUCTION AND GRADING CONDITIONS

The following conditions shall be complied with during the grading and construction phase of the project.

- A. All construction shall be accomplished in strict compliance with the plans approved by TRPA.
- B. The TRPA permit and the final construction drawings bearing the TRPA stamp of approval shall be present on the construction site from the time construction commences to final TRPA site inspection. The permit and plans shall be available for inspection upon request by any TRPA employee. Failure to present the TRPA permit and approved plans may result in the issuance of a Cease and Desist Order by the TRPA.
- C. Whenever possible, utilities shall occupy common trenches to minimize site disturbance.
- D. There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, except as follows:
  - 1. The grading or land disturbance is for excavation and backfilling for a volume not in excess of three cubic yards.
  - 2. The activity is completed within a 48-hour period.
  - 3. The excavation site is stabilized to prevent erosion.
  - 4. The pregrade inspection is performed by TRPA staff, and the activity passes the inspection.
  - 5. The grading/project does not represent or involve a series of excavations, which, when viewed as a whole, would exceed the provisions of this Standard Condition of Approval, and Subsection 2.3 of the TRPA Code of Ordinances.

**Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition (pursuant to Subsection 33.3.1.A of the TRPA Code of Ordinances.)**

- E. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other methods approved by TRPA shall be removed from the subject parcel and disposed of at a site approved by TRPA.
- F. Replanting of all exposed surfaces, in accordance with the revegetation and slope stabilization plan, shall be accomplished within the first growing season following disturbance, unless an approved construction/inspection schedule establishes otherwise.
- G. All trees and natural vegetation to remain on the site shall be fenced for protection. Scarring of trees shall be avoided and, if scarred, damaged areas shall be repaired with tree seal.
  - 1. Fencing specified shall be at least 48 inches high and shall be constructed of metal posts and either orange construction fencing or metal mesh fencing also at least 48 inches high (Section 33.6.1). Job sites with violations of the fencing standards will be required to re-fence the job site with a high gauge metal fencing.

2. No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. Fences shall not be moved without prior approval (Section 33.6).
  3. To reduce soil disturbance and damage to vegetation, the area of disturbance during the construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance areas shall not exceed 12 feet from the footprint of the structure, parking area or cut/fill slope. The approved plans should show the fencing and approved exceptions (Section 36.2).
- H. Soil and construction material shall not be tracked off the construction site. Grading operations shall cease in the event that a danger of violating this condition exists. The site shall be cleaned up and road right-of-way swept clean when necessary.
  - I. During grading and construction, environmental protection devices such as erosion control devices, dust control, and vegetation protection barriers shall be maintained.
  - J. Loose soil mounds or surfaces shall be protected from wind or water erosion by being appropriately covered when construction is not in active progress or when required by TRPA.
  - K. Excavated material shall be stored up and away from the excavated areas to the extent possible. No material shall be stored in any stream zone or wet areas.
  - L. Only equipment of a size and type that, under prevailing site conditions, and considering the nature of the work to be performed, will do the least amount of damage to the environment shall be used.
  - M. Limit idling time for diesel powered vehicles exceeding 10,000 GVW and self-propelled equipment exceeding 25 hp to no more than 15 minutes in Nevada and 5 minutes in California, or as otherwise required by state or local permits.
  - N. Utilize existing power sources (e.g. power poles) or clean-fuel generators rather than temporary diesel power generators wherever feasible.
  - O. No washing of vehicles or construction equipment, including cement mixers, shall be permitted anywhere on the subject property unless authorized by TRPA in writing.
  - P. No vehicles or heavy equipment shall be allowed in any stream environment zone or wet areas, except as authorized by TRPA.
  - Q. Locate construction staging areas as far as feasible from sensitive air pollution receptors (e.g. schools or hospitals).
  - R. All construction sites shall be winterized by October 15 to reduce the water quality impacts associated with winter weather as follows:

1. For the sites that will be inactive between October 15 and May 1:
  - (a) Temporary erosion controls shall be installed;
  - (b) Temporary vegetation protection fencing shall be installed;
  - (c) Disturbed areas shall be stabilized;
  - (d) Onsite construction slash and debris shall be cleaned up and removed;
  - (e) Where feasible, mechanical stabilization and drainage improvements shall be installed;  
and,
  - (f) Spoil piles shall be removed from the site.
2. For sites that will be active between October 15 and May 1, in addition to the above requirements:
  - (a) Permanent mechanical erosion control devices shall be installed, including paving of driveway and parking areas; and
  - (b) Parking of vehicles and storage of building materials shall be restricted to paved areas.

### III. GENERAL CONDITIONS AND DESIGN STANDARDS

- A. Projects approved by TRPA shall be subject to inspections by TRPA at any reasonable time. The permittee shall be responsible for making the project area accessible for inspection purposes. TRPA shall not be liable for any expense incurred by the permittee as a result of TRPA inspections.
- B. Construction shall be completed in accordance with an approved construction schedule. An extension of a completion schedule for a project may be granted provided the request is made in writing prior to the expiration of the completion schedule, a security is posted to ensure completion or abatement of the project, and TRPA makes either of the following findings:
  1. The project was diligently pursued, as defined in Subparagraph 2.2.4.C of the Code of Ordinances, during each building season (May 1 - October 15) since commencement of construction.
  2. That events beyond the control of the permittee, which may include engineering problems, labor disputes, natural disasters, or weather problems, have prevented diligent pursuit of the project.
- C. Water conservation appliances and fixtures shall be installed in all new facilities or, when replaced, in existing facilities: low flow flush toilets; low flow showerheads (3 gpm rated maximum flow); faucet aerators; and water-efficient appliances (e.g., washing machines and dishwaters).

- D. Water heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen oxide (NO<sub>2</sub>) per joule of heat output.
- E. Space heaters shall not emit greater than 40 nanograms of nitrogen oxides (as NO<sub>2</sub>) per joule of useful heat delivered to the heated space.
- F. Wood heaters to be installed in the Region shall meet the safety regulations established by applicable city, county, and state codes. Coal shall not be used as a fuel source.
  - 1. Emission Standards: Wood heaters installed in the Region shall not cause emissions of more than 7.5 grams of particulates per hour for noncatalytic wood heaters or 4.1 grams per hour for catalytically equipped wood heaters.
  - 2. Limitations: Wood heaters shall be sized appropriately for the space they are designed to serve. Multi-residential projects of five or more units, tourist accommodations, commercial, recreation and public service projects shall be limited to one wood heater per project area.
  - 3. List of Approved Heaters: TRPA shall maintain a list of wood heaters which may be installed in the Region. The list shall include the brand names, model number, description of the model and the name and address of the manufacturer. Wood heaters certified for use in either Colorado or Oregon shall be considered in compliance with 6(a), above.
- G. Construction materials shall be secured to prevent them from rolling, washing, or blowing off the project site. Rehabilitation and clean-up of the site following construction must include removal of all construction waste and debris.
- H. Plant species on the TRPA Recommended Native and Adapted Plant List shall be used for lawns and landscaping.
- I. The following sizes and spacing shall be required for woody plant materials at time of planting:
  - 1. Trees shall be a minimum six feet tall or 1-1/2 inch caliper size or diameter at breast height;
  - 2. Shrubs shall be a minimum three gallon pot size where upright shrubs have a minimum height of 18 inches and a minimum spread of 18 inches; and spreading shrubs have a minimum spread of 18-24 inches.
  - 3. Groundcovers shall be a minimum four inch pot size or one gallon container and shall be maximum 24 inches on center spacing.
- J. Plant species not found on the TRPA Recommended Native and Adapted Plant List may be used for landscaping as accent plantings but shall be limited to borders, entryways, flower-beds, and other similar locations to provide accent to the overall native or adapted landscape design.
- K. The following exterior lighting standards shall apply:

1. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
  2. Exterior lighting shall not be attached to trees except for Christmas season.
  3. Parking lot, walkway, and building lights shall be directed downward.
  4. Fixture mounting height shall be appropriate to the purpose. The height shall not exceed the limitations set forth in Chapter 37 of the Code.
  5. Outdoor lighting shall be used for purposes of illumination only, and shall not be designed for, or used as, an advertising display. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
  6. The commercial operation of searchlights for advertising or any other purpose is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.
- L. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 a.m. and 6:30 p.m.
- M. Engine doors shall remain closed during periods of operation except during necessary engine maintenance.
- N. Stationary equipment (e.g. generators or pumps) shall be located as far as feasible from noise sensitive receptors and residential areas. Stationary equipment near sensitive noise receptors or residential areas shall be equipped with temporary sound barriers.
- O. Sonic pile driving shall be utilized instead of impact pile driving, wherever feasible. Pile driving holes shall be predrilled to the extent feasible subject to design engineer's approval.
- P. Fertilizer use on this property shall be managed to include the appropriate type of fertilizer, rate, and frequency of application to avoid release of excess nutrients and minimize use of fertilizer.
- Q. No trees shall be removed or trimmed without prior TRPA written approval unless otherwise specifically exempted under Chapter 2 of the Code of Ordinances.
- R. The architectural design of this project shall include elements that screen from public view all external mechanical equipment, including refuse enclosures, satellite receiving disks, communication equipment, and utility hardware on roofs, buildings or the ground. Roofs, including mechanical equipment and skylights, shall be constructed of nonglare finishes that minimize reflectivity.



- S. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
- T. The adequacy of all required BMPs as shown on the final construction plans shall be confirmed at the time of the TRPA pre-grading inspection. Any required modifications, as determined by TPRA, shall be incorporated into the project permit at that time.
- U. It is the permittee's obligation to locate all subsurface facilities and/or utilities prior to any grading, dredging or other subsurface activity. The permittee is responsible for contacting the Northern Underground Service Alert (USA, usually known as USA DIGS 1-800-227-2600) prior to commencement of any activity on the site.
- V. 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.

Recorder's Office Cover Sheet

Recording Requested By:

Name: Courtney Walker

Department: Community Development

Item ID/Agreement #: DC-1408-2024



00195894202510201560330337

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- ☐ Agreement
- ☐ Contract
- ☐ Grant
- ☐ Change Order
- ☒ Easement
- ☐ Other

specify: \_\_\_\_\_

FILED

NO. DC-1408-2024

5/6/25

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY AL DEPUTY

A.P.N. 1318-15-101-009

RECORDING REQUESTED BY:

Ronald A. Alling  
Alling & Jillson, Ltd.  
P.O. Box 3390  
Stateline, Nevada 89449

MAIL TAX STATEMENTS TO:

Patrick K. Willis, Trustee  
Patrick K. Willis Family Trust  
P.O. Box 10093  
Zephyr Cove, Nevada 89448

Pursuant to NRS 239B.030(4), we  
affirm that this document does not  
contain the social security number  
of any person.

**CONSERVATION EASEMENT**

THIS Conservation Easement is made this April day of 8, 2025, between Patrick K. Willis, as trustee of the Patrick K. Willis Family Trust dated March 28, 2000 ("Grantor"), and Douglas County, a political subdivision of the State of Nevada ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and may be collectively referred to as the "Parties":

**RECITALS**

WHEREAS, Grantor is the sole fee simple owner of certain real property located in the County of Douglas, State of Nevada, APN 1318-15-101-009 ("Property"), more particularly described in **Exhibit A**, which is incorporated by this reference as if fully set forth herein.

WHEREAS, by executing this Conservation Easement (the "Conservation Easement Agreement"), Grantor intends to, and does hereby grant, a Conservation Easement (the "Conservation Easement") to Grantee, as defined under NRS 111.410, over the Property, with such easement encumbering a portion of APN 1318-15-101-009 as depicted on the map attached as **Exhibit B** and described in **Exhibit C** ("Easement Area") subject to the terms and conditions set forth herein.

WHEREAS, Grantee is a government body empowered to hold an interest in real property and is eligible to hold this Conservation Easement pursuant NRS 111.410(2)(a).

WHEREAS, Grantor intends to convey, for valuable consideration, this Conservation Easement for the primary purpose of ensuring that the conservation values ("Conservation Values"), more specifically described in the attached **Exhibit D**, will be conserved and maintained forever to an extent consistent with this Conservation Easement Agreement, and that uses of the Property that are inconsistent with these Conservation Values will be prevented or corrected.

WHEREAS, Grantor further intends, as owner of the Property and Easement Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

WHEREAS, the Parties agree to enter into a Conservation Easement to advance the Conservation Values of the Property.

WHEREAS, Grantee by accepting the Conservation Easement hereby forever covenants and agrees that no general public access (e.g. pedestrian or multimodal trails or access points) will be allowed on the Easement Area.

WHEREAS, Grantee by accepting the Conservation Easement hereby forever covenants and agrees that it will abide by the maintenance obligations described herein.

#### CONSERVATION EASEMENT AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Grant of Conservation Easement.** Grantor hereby grants, conveys, and assigns to Grantee, its successors and assigns, a perpetual and irrevocable conservation easement over the portion of the Property depicted on **Exhibit B** and described in **Exhibit C** attached hereto and incorporated herein by reference, subject to the terms and conditions of this Conservation Easement Agreement.
3. **Purpose of Easement.** It is the purpose of this Conservation Easement to preserve the Conservation Values of the Property and Easement Area, as further described in the attached **Exhibit D**. The Parties agree that the current use of, and the planned improvements to the Property and Easement Area described herein are consistent with the Conservation Values of this Conservation Easement Agreement.
4. **Permitted and Prohibited Uses.**
  - 4.1 Permitted Uses. The Easement Area shall be used primarily for the construction, maintenance and use of the water quality treatment assets described in **Exhibit E** ("the Water Quality Treatment Assets"), subject to the conditions and restrictions described in **Exhibit E**. Where other easements, such as utility and access easements, exist within the Easement

Area, easement rights shall remain in place as is. For the avoidance of doubt, this Conservation Easement does not in any way supersede or modify any existing easements on the Property.

4.2 **Prohibited Uses.** The Parties shall not undertake or permit any activities on the Property that would impair the Conservation Values protected by this Easement, including but not limited to, subdivision, development, construction of trails, public access, or any other activity inconsistent with the conservation purposes of this Conservation Easement. Grantor authorizes Grantee to enforce these covenants. Grantor understands that nothing in this Agreement relieves Grantor of any obligation or restriction on the use of the Property and Easement Area imposed by law.

5. **Rights and Responsibilities of Grantee.** To accomplish the purpose of this Conservation Easement, this Agreement conveys the following rights to Grantee, and Grantee agrees to undertake the following responsibilities:

5.1 **Preservation.** To preserve, protect, and enhance the Conservation Values of the Easement Area;

5.2 **Access.** To enter upon the property at reasonable times in order to monitor compliance with and to enforce the terms of this Conservation Easement, to construct the Water Quality Treatment Assets, and to perform the maintenance described herein, provided that the entry shall be restricted to access only through the north end of the parcel from the common area of the PineWild Condominium Homeowners Association, Inc. on APN 1318-15-110-052, more specifically described in the attached **Exhibit F**. Such entry shall only be upon prior reasonable notice to Grantor, which notice may be provided by telephone or email correspondence, and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property; and

5.3 **Easement Enforcement.** Grantee shall not authorize any activity on or use of the Easement Area that is inconsistent with the purpose of the Conservation Easement and shall require the restoration of any areas or features of the Easement Area that may be damaged by an inconsistent activity or use by Grantee, including Grantee's employees or agents.

6. **Grantor Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement. Grantor retains all ownership rights consistent with the preservation of the Conservation Values of the Property and Easement Area, including the right to exclude any member of the public from trespassing (other than Grantee and its representatives) and the right to sell or otherwise transfer ownership of the Property to anyone Grantor chooses. For the avoidance of doubt, nothing in this Agreement requires Grantor to take any action to restore the condition of the Property or Easement Area affected in a manner inconsistent with the Conservation Values resulting from any act of God or other event over which Grantor has no control.

**7. Maintenance Obligation.** Grantee must maintain the Easement Area in a manner consistent with the Conservation Values, including without limitation the conservation, stormwater treatment and drainage purposes of this Conservation Easement, and the Parties and their respective representatives shall refrain from any actions that would materially impair the Conservation Values, including without limitation the conservation, stormwater treatment, and drainage purposes protected by this Conservation Easement. The Grantee is responsible for the maintenance of the Water Quality Treatment Assets including without limitation the constructed water quality basins, inlet pipes, outlet structures and overflows and shall conduct at least annual maintenance activities that ensure the proper function of all constructed Water Quality Treatment Assets. Grantee shall take whatever steps reasonably necessary to ensure that the maintenance obligation described herein is carried out in the furtherance of the Conservation Values.

**8. Indemnity.** Each Party to this Conservation Easement Agreement hereby agrees that such Party (the "Indemnifying Party") shall defend, protect, indemnify, and hold harmless the other Party (the "Protected Party") against any and all damages, losses, expenses, and fines based upon any claim of personal injury or property damage occurring during the term of this Conservation Easement Agreement and resulting from the Indemnifying Party's use of, construction upon, or maintenance of, the Easement Area or the improvements thereon, except to the extent arising from the Protected Party's own negligence or misconduct, or that of the Protected Party's agents, tenants, licensees, or invitees negligence or misconduct. In the event that the Protected Party receives notice of any claim potentially implicating the Indemnifying Party's duties under this Section 8, the Protected Party shall inform the Indemnifying Party of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. The Protected Party's failure to timely inform the Indemnifying Party of a claim shall waive the Protected Party's rights under this Section 8 as to that Claim.

**9. Easement Runs with the Land; Successor and Assigns.** The Conservation Easement created in this Conservation Easement Agreement is perpetual in nature, appurtenant to the Property, and shall benefit the Grantee in perpetuity. The provisions of this Conservation Easement Agreement shall be binding upon the successors and assigns of all Parties, however, in the event that Grantor conveys, transfers, assigns, or otherwise disposes of some or all of its interest in the Property, Grantor shall be released and discharged from any liabilities and obligations under this Conservation Easement Agreement that occur after such transfer.

**10. Notices.** All communications which may be, or are required to be, given by any Party to this Conservation Easement Agreement, except for the notice requirements set forth within Section 5.2 herein, shall be properly given if made in writing and sent by: (a) hand delivery; (b) certified mail, return receipt requested; (c) facsimile, provided a confirming copy thereof is also sent in accordance with (a), (b), or (d); or (d) Federal Express or another nationally recognized overnight delivery service for next business day delivery, with all postage, delivery, and other charges fully paid for by the sender and addressed to the specific Party, as applicable, as follows, or at such other address as each may request in advance in writing. Such notices shall be deemed delivered: (i) by hand, upon actual delivery; (ii) by overnight delivery service, on the next business day after the notice is sent; (iii) by facsimile, on the next business day after the date the notice is sent; and (iv) if mailed, upon the earlier of actual receipt or three (3) business days after mailing.

Refusal of delivery shall be deemed effective delivery. Unless changed as provided in this Section 10, notice addresses are as follows:

If to Grantor:

Patrick K. Willis Family Trust dated March 28, 2000  
Attn: Patrick K. Willis, Trustee  
Post Office Box 10093  
Zephyr Cove, Nevada 89448  
Telephone: 916-240-5430  
Facsimile: 916-391-9592

With a copy to Alling & Jillson, LTD  
Attn: Ron Alling  
Post Office Box 3390  
Stateline, Nevada 89449  
Telephone: 775-588-6676  
Facsimile: 775-588-4970  
ralling@ajattorneys.com

If to Grantee:

Douglas County  
Attn: Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: 775-782-9821

With a copy to the District Attorney's Office  
Douglas County  
ATTN: District Attorney's Office, Civil Division  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: 775-782-9803

**11. Breach Shall Not Permit Termination.** No breach of this Conservation Easement Agreement shall entitle either Party to terminate this Conservation Easement Agreement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such Party.

**12. Costs of Enforcement.** If either Party prevails in any action to enforce the terms of this Easement, the prevailing Party's costs of the suit including, without limitation, attorneys' fees, shall be borne by the other Party.

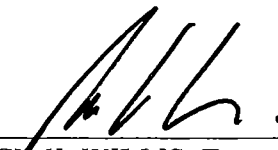
**13. Construction and Interpretation.** It is expressly agreed by the Parties hereto that any uncertainty or ambiguity in this Conservation Easement Agreement shall not be interpreted

against any one Party. This Conservation Easement Agreement shall be governed by the laws of the State of Nevada. The section headings of this Conservation Easement Agreement are inserted solely for convenience or reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

IN WITNESS WHEREOF, the said Grantor and Grantee have both executed this instrument to signify their acceptance of the terms hereof.

*(Signatures Appear on Following Pages)*

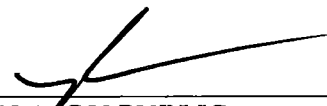


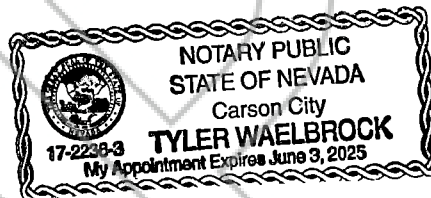
  
\_\_\_\_\_  
PATRICK K. WILLIS, Trustee  
Patrick K. Willis Family Trust dated March 28, 2000

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on April 1, 2025, by Patrick K. Willis.

WITNESS my hand and official seal.

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



Douglas County

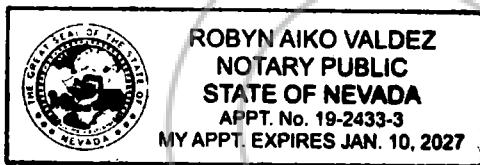
By: *Jenifer Davidson*, County Manager

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF DOUGLAS   )

This instrument was acknowledged before me on April 8, 2025, by  
Jenifer Davidson.

WITNESS my hand and official seal.

*[Signature]*  
NOTARY PUBLIC



## **LIST OF EXHIBITS**

- EXHIBIT A:** Legal Description of the Property
- EXHIBIT B:** Map of Easement Area
- EXHIBIT C:** Legal Description of Easement Area
- EXHIBIT D:** Description of Conservation Values
- EXHIBIT E:** Project Description
- EXHIBIT F:** PineWild Easement

**EXHIBIT A**

Legal Description of the Property

COPY

## EXHIBIT A

Parcel No. 1:

All that portion of the Northwest 1/4 of Section 15, and the Northeast 1/4 of Section 16, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the Meander corner common to Sections 15 and 16, Township 13 North, Range 18 East, M.D.M., as shown on that certain Record of Survey, filed for record on November 15, 1983, as Document No. 91003;

Thence North 44°02'49" East 1153.79 feet;  
Thence South 52°08'06" East 600.47 feet;

Thence along a curve concave to the southwest with a radius of 960 feet, a central angle of 41°10'11", and an arc length of 689.81 feet, the chord of said curve bears South 31°28'01" East 675.06 feet;

Thence South 48°18'15" West 23.47 feet;

Thence along a tangent curve to the right with a radius of 70 feet, a central angle of 79°21'51", and an arc length of 96.96 feet;

Thence along a curve concave to the Southwest with a radius of 220 feet, a central angle of 37°12'10", and an arc length of 142.85 feet, the chord of said curve bears North 70°55'59" West 140.35 feet;

Thence along a curve concave to the Northeast with a radius of 160 feet, a central angle of 39°45'18", and an arc length of 111.02 feet, the chord of said curve North 69°39'25" West 108.80 feet;

Thence North 49°46'46" West 54.51 feet;

Thence along a tangent curve to the left with a radius of 93 feet, a central angle of 57°51'44", and an arc length of 93.92 feet;

Thence South 72°21'30" West 132.65 feet;  
Thence South 25°11'14" West 119.20 feet;  
Thence South 22°13'12" East 574.98 feet;  
Thence South 63°19'54" West 80.31 feet;  
Thence North 22°13'12" West 581.66 feet;  
Thence North 82°12'22" West 316.26 feet;

Thence South 60°40'21" West 607.40 feet to a point on the approximate low water line of Lake Tahoe at elevation 6223.0', Lake Tahoe Datum;

Thence along said low water line North 20°13'42" West 75.29 feet;

Thence North 21°00'26" West 133.89 feet;  
Thence North 22°23'29" West 168.91 feet;

thence North 44°02'49" East 108.58 feet to the Point of Beginning.

Reference is hereby made to that certain Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded September 17, 2010, as Document No. 770714, of Official Records.

Note: the above legal description previously appeared in Grant, Bargain and Sale Deed in furtherance of that Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded September 17, 2010, in Book 910, Page 3896, as Document No. 770715, of Official Records.

Assessor's Parcel No.: 1318-15-101-009

Parcel No. 2:

All that portion of the Northwest 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the Southeast corner of Parcel A, as shown on that certain Record of Survey, filed for record on November 15, 1983, as Document No. 91003;

Thence South 69°42'04" West 350.35 feet;  
Thence South 63°19'54" West 107.62 feet;  
Thence North 22°13'12" West 574.98 feet;  
Thence North 25°11'14" East 119.20 feet;  
Thence North 72°21'30" East 132.65 feet;

Thence along a tangent curve to the right with a radius of 93 feet, a central angle of 57°51'44", and an arc length of 93.92 feet;

Thence South 49°46'46" East 54.51 feet;

Thence along a tangent curve to the left with a radius of 160 feet, a central angle of 39°45'18", and an arc length of 111.02 feet, the chord of said curve bears South 69°39'25" East 108.80 feet;

Thence along a curve concave to the right with a radius of 220 feet, a central angle of 37°12'10" and an arc length of 142.85 feet, the chord of said curve bears South 70°55'59" East 140.35 feet;

Thence along a curve concave to the North with a radius of 70 feet, a central angle of 79°21'51", and an arc length of 96.96 feet, the chord of said curve bears North 87°59'11" East 89.39 feet;

Thence North 48°18'15" East 23.47 feet;

Thence along a curve concave to the west with a radius of 960 feet, a central angle of 23°36'41", and an arc length of 395.61 feet, the chord of said curve bears South 00°55'25" West 392.82 feet to the Point of Beginning.

Reference is hereby made to that certain Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded September 17, 2010, as Document No. 770714, of Official Records.

Note: the above legal description previously appeared in Grant, Bargain and Sale Deed in furtherance of that Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded September 17, 2010, in Book 910, Page 3906, as Document No. 770717, of Official Records.

Assessor's Parcel No.: 1318-15-201-003

**EXHIBIT B**

Map of Easement Area



PINEWILD CONDOMINIUM HOMEOWNER  
PARCEL ONE, OFFICIAL PLAT OF  
PINWOOD, A CONDOMINIUM,  
DOCUMENT NO. 67150

POINT OF BEGINNING

N44°02'49"E 204.34'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N69°27'31"W	111.12'
L2	N74°32'24"W	152.66'
L3	N57°15'49"W	78.34'
L4	N87°09'22"W	191.79'
L5	N50°00'48"W	140.26'

L5

L4

L3

L2

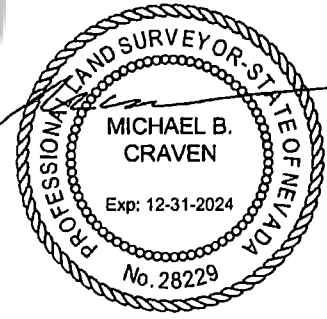
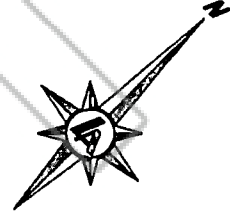
L1

S52°08'06"E 600.47'

HIGHWAY 50

Digitally signed by  
Michael Craven,  
DN: C=US,  
E=info@lumosinc.com,  
O=Lumos and  
Associates",  
OU=Survey Division,  
CN=Michael Craven  
Date: 2023.11.01  
16:43:38-0700'

PARCEL NO. 1  
GRANT DEED NO. 2020-950280  
AUGUST 4, 2020  
OFFICIAL RECORDS  
DOUGLAS COUNTY, NV



P.C. R-O-W

**LUMOS**  
& ASSOCIATES  
312 DORLA COURT  
SUITE 202  
ZEPHYR COVER, NV 89448  
TEL (775) 588-6490

**EXHIBIT "B"**  
**DRAINAGE EASEMENT**  
**POR. OF LOT 1 SEC. 15, T13N, R18E, MDM**  
**DOUGLAS COUNTY NEVADA**

Date: 11/2023  
Scale: 1" = 100'  
Job No: 10714.000



**EXHIBIT C**

Legal Description of Easement Area



JN 10714.000

All that certain real property situate within a portion of Lot 1 of Section 15, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, being a portion of Parcel No. 1 as described in Grant Deed No. 2020-950280 recorded August 4, 2020, Official Records of the County of Douglas, State of Nevada, also shown as "Adjusted Parcel A" on the Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, Document No. 770714 recorded September 17, 2010, Official Records of the County of Douglas, State of Nevada, being more particularly described as follows:

**BEGINNING** at the northerly corner of said Parcel No. 1 being a point on the right-of-way line of U.S. Highway 50,

**THENCE** along the southwest right-of-way line of U.S. Highway 50, also being the northeast line of said Parcel No. 1, South 52° 08' 06" East, 600.47 feet;

**THENCE** leaving said right-of-way line of U.S. Highway 50 the following five courses:

- 1) North 69° 27' 31" West, 111.12 feet;
- 2) North 74° 32' 24" West, 152.66 feet;
- 3) North 57° 15' 49" West, 78.34 feet;
- 4) North 87° 09' 22" West, 191.79 feet;
- 5) North 50° 00' 48" West, 140.26 feet to a point on the northwest boundary of said Parcel No. 1, said point also being on the southeast boundary of Parcel 1 as shown on the official plat of Pinewild, a Condominium, Document No. 67150, recorded June 26, 1973, Official Records of Douglas County;

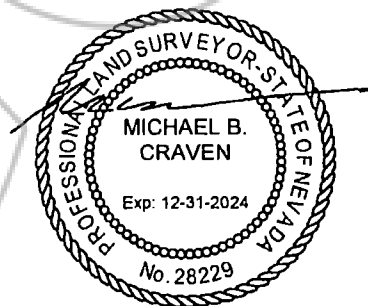
**THENCE** along the northwest boundary of said Parcel No. 1, also being the southeast boundary of said Parcel 1 of Pinewild, North 44° 02' 49" East, 204.34 feet to the **POINT OF BEGINNING**, and the end of this description.

Containing 68,609 square feet, more or less.

The **Basis of Bearings** for this description is based on the said Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, Document No. 770714.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:  
**Lumos & Associates, Inc.**  
Michael B. Craven, LS 28229  
312 Dorla Ct., Suite 202  
Zephyr Cove, NV 89448



Digitally signed by  
Michael Craven  
DN: C=US,  
E=info@lumosinc.com,  
O="Lumos and  
Associates",  
OU=Survey Division,  
CN=Michael Craven  
Date: 2024.10.25  
11:38:16-07'00'

Michael Craven

**EXHIBIT D**

Description of Conservation Values



## **EXHIBIT D**

### **Conservation Values**

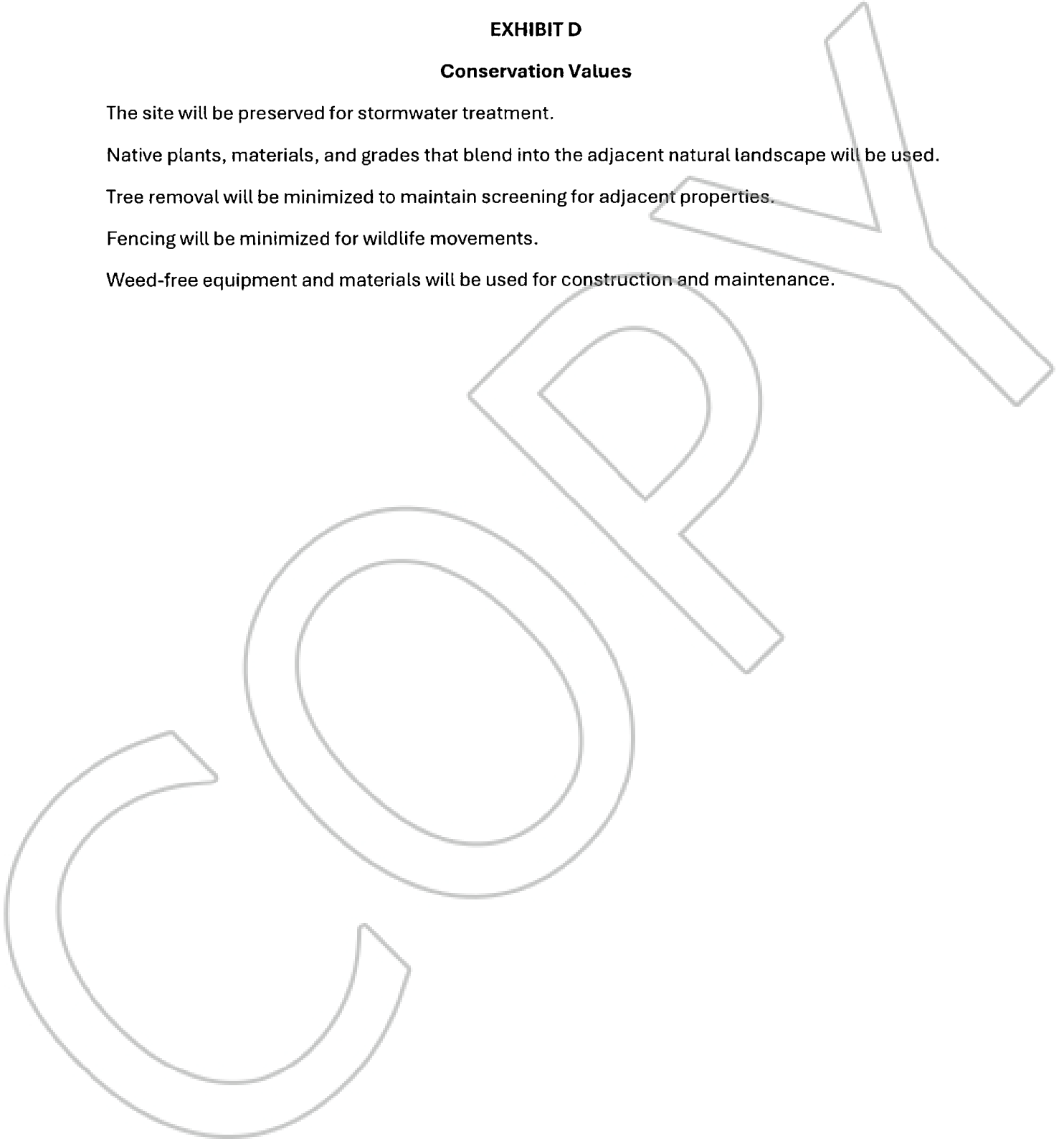
The site will be preserved for stormwater treatment.

Native plants, materials, and grades that blend into the adjacent natural landscape will be used.

Tree removal will be minimized to maintain screening for adjacent properties.

Fencing will be minimized for wildlife movements.

Weed-free equipment and materials will be used for construction and maintenance.



**EXHIBIT E**

Project Description

COPY

## EXHIBIT E – PROJECT DESCRIPTION

### Project Description

The easement located at 1318-15-101-009 is 66,609 square feet and will contain up to three stormwater basins. The stormwater basins will occupy approximately 25,000 square feet of the easement with approximately 300 linear feet of rock lined or concrete paver lined channels acting as inlets to, connections between, or outlets from the basins. The sole and primary purpose of the basins is to treat stormwater runoff from upland areas including US Highway 50 and the Zephyr Heights neighborhood. Stormwater will be routed to the basins from two new 24" outlet pipes originating from US Highway 50 and terminating at or near the easement's boundary with the existing US-50 right-of-way. The basins will treat stormwater through the processes of infiltration and sedimentation and are designed to treat the 25-year, 1 hour storm which amounts to approximately 19,000 cubic feet of stormwater volume. The basins as well as their slopes and berms will be vegetated with native grasses, flowers, and shrubs that mimic the surrounding landscape. Up to 10 existing pine trees greater than 14" diameter breast height will be removed to construct the stormwater basins. Monitoring equipment may also be installed to measure the effectiveness of the basins for up to 5 years. The easement will have dirt access roads originating from a gate at 1318-15-111-085 that will be approximately 10 feet wide and up to 150 feet in length to perform basin maintenance. Basin maintenance will occur annually or as needed. After use, the roads will be treated with native mulch to blend into the surrounding landscape.

The conveyance system and any pre-treatment devices constructed to the water quality basins on the Conservation Easement shall be limited so as to not increase the overall runoff to the Property in large storm events. Any flow restrictions assets placed on the US-50 to limit flows to the Property must be inspected and maintained at least annually by the Grantee.

**EXHIBIT F**

PineWild Easement



APN: 1318-15-110-052

**Recording Requested by and  
When Recorded Mail To:**

Douglas County, Nevada  
District Attorney's Office  
Post Office Box 218  
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document,  
including any exhibits submitted for recording does  
not contain the social security number of any person(s)  
pursuant to NRS 239B.030.

---

**GRANT OF PERMANENT NONEXCLUSIVE EASEMENT AND AGREEMENT**

This Grant of Permanent Easement and Agreement (the "Agreement") is made and entered into this 27 day of February, 2025, PineWild Condominium Homeowners Association, Inc., a Nevada nonprofit corporation ("Grantor") and DOUGLAS COUNTY, a political subdivision of the State of Nevada (the "Grantee"). Grantor and Grantee are at times collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Grantor owns a parcel of real property in Douglas County, which is commonly known by Douglas County Assessor's Parcel Number 1318-15-110-052 ("Grantor's Parcel");

WHEREAS, Douglas County, the Nevada Department of Transportation, and the Nevada-Tahoe Conservation District are collaborating on a project to construct and maintain specific drainage infrastructure (the "Project") on a parcel adjacent to Grantor's Parcel which is commonly referred to by Assessor's Parcel Number 1318-15-101-009 at 550 Sierra Sunset Lane ("Adjacent Parcel");

WHEREAS, the Project is best accessed through a portion of Grantor's Parcel along the path described in Exhibit A, and depicted in Exhibit "B", attached hereto and made a part hereof ("Easement Area"); and

WHEREAS, Grantor deems it advantageous to allow a right of way through Grantor's Parcel in order to access the Project under the terms and condition set forth herein.

NOW THEREFORE, and in consideration of the mutual covenants, conditions, and promises described herein, Grantor and Grantee agree as follows:

1. Recitals. The recitals above are true and correct and are hereby incorporated by reference.



2. Grant of Easement. Grantor grants unto Grantee a permanent and non-exclusive easement ("Easement") and right of way over, across, upon, under and through a portion of Grantor's Parcel and more fully described on Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof (the "Easement Area") for the limited use and purpose of accessing, constructing, monitoring, maintaining, or reconstructing the Project.
  - a. Grantee may use the Easement Area for pedestrian or vehicular access and may drive cars, trucks, and heavy equipment across it as reasonably necessary to perform the limited use and purpose set forth above.
  - b. Grantee will make all reasonable efforts to limit its access to May 1 through October 15 of any year and to the hours of 7 AM-7 PM.
  - c. Grantee may contract with third parties to perform the limited use and purpose permitted in this Grant of Easement.
  - d. Within Grantor's Parcel, Grantee shall have reasonable and unobstructed ingress and egress to the Easement Area. Grantee's ingress and egress shall be limited to the existing private roads and drives within Grantor's Parcel.
  - e. The scope of this Easement shall not be construed to convey a right of public access across Grantor's Parcel.
3. Condition of Easement. The Easement is granted in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and Grantor has not agreed to undertake any improvements or other work to make the Easement Area suitable for Grantee's intended use. The current condition of the Easement Area is generally described as unimproved with sparse, native vegetation. Grantee shall have no obligation to improve the Easement Area unless Grantee's use of the Easement Area results in areas of bare soil that require stabilization or other Best Management Practices (BMP) to preserve the water quality of Lake Tahoe. In such an event, Grantee shall take preventative or corrective measures to ensure compliance with TRPA's BMP requirements.
4. Fence and Access. Grantor maintains a perimeter fence around a portion of Grantor's Parcel, and that fence crosses the Easement Area. If Grantor intends to maintain a fence at and around the Easement Area, Grantee may replace the fencing within the Easement Area with a gate through which Grantee may access the Neighboring Parcel. When Grantee is not using the gate, it will lock the gate. The gate style will be comparable to the style of the existing fence, which has a chain-link-style appearance. The cost of maintaining the gate will be shared equally by its users. As of the time of this Agreement, Grantee is the only anticipated user and in such event as it is the only user shall be solely responsible for all expenses associated with the gate.
5. Obstructions. Except in the case of an emergency and subject to Grantor's prior written consent (which consent shall not be unreasonably withheld), Grantee shall have the right to remove or clear any obstruction from the Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger the use of the Easement Area to access the Project. Obstructions may include plants, rocks, trees, and natural or man-made impediments to Grantee's use of the Easement. Grantee's removal of

any such obstruction shall be at Grantee's sole cost, and Grantee shall obtain any necessary permissions or approvals from regulatory agencies with jurisdiction over such obstructions or removals.

6. Grantor's use of Easement Area. Grantor shall not erect or construct, permit to be erected or constructed any buildings, fences, or structures, nor permit any activity within the Easement Area which is reasonably inconsistent with Grantee's use of the Easement Area as set forth herein.
7. Liens. Grantee shall not permit any claim, lien, or other encumbrance arising from Grantee's use of the Easement to accrue against or attach to Grantor's Property or the interest of Grantor in Grantor's Parcel.
8. Notice. Any communication, notice, or demand of any kind whatsoever that either party may be required or desire to give to or serve upon the other shall be in writing addressed to the Party at the address below.

a. If to Grantor:

To the address on record with the Douglas County Assessor for Grantor's Parcel.

With a copy to:

Leach Kern Gruchow Song  
5421 Kietzke Lane, Suite 200  
Reno, NV 89511

b. If to Grantee:

Douglas County Nevada  
Attn: Douglas County Manager  
P.O. Box 218  
Minden, Nevada 89423

With a copy to:

Douglas County District Attorney  
P.O. Box 218  
Minden, Nevada 89423

9. Hold Harmless. Grantee shall be responsible for any loss, damage or injury suffered or sustained by Grantor for any damage to the personal property or improvements located on the Grantor Parcel, to the extent caused by any negligent act or omission of Grantee in accessing Grantor's Parcel. This obligation shall survive beyond termination of the Grant of Easement.

10. Miscellaneous.

- a. Successors and Assigns. The terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties' successors and assigns.
- b. Applicable Law. This Agreement, its interpretation and performance, the relationship between the Parties, and any disputes arising from or relating to any of the foregoing shall be governed, construed, interpreted, and regulated under the laws of Nevada without regard to principles of conflict of laws.
- c. Venue, Jurisdiction. The Parties agree that any legal action or other proceeding relating to this Agreement that may be brought by one Party against the other Party in a court of law shall be commenced and prosecuted in the courts of the State of Nevada, County of Douglas, and each Party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.
- d. Entire Agreement. This Agreement and the Exhibits constitute the entire agreement between the Parties concerning the Easement Area.
- e. Prior Agreements. The Parties agree that this Agreement supersedes any prior easement granted to Grantee in the Easement Area.
- f. Authority. The person or persons executing this instrument on behalf of Grantor and Grantee each hereby represent that they have the authority to bind Grantor or Grantee, respectively, to the terms and conditions set forth herein.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents, and assigns of Grantor,

TO HAVE AND TO HOLD unto Grantee, all and singular, the said premises, granted together with the appurtenances, its successors, agents, and assigns forever.

IN WITNESS WHEREOF, the Parties have each caused these presents duly to be executed the day and year first above written.

**GRANTOR:**

PineWild Condominium Homeowners Association, Inc.

Signature: \_\_\_\_\_

Name: Jeffery R. Eshart  
Title: President, PineWild HOA

STATE OF Nevada )  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public, on the 27 day of February, 2025, by Jeffery R. Erhart  
Erhart

Erinn Miller  
Notary Signature



**GRANTEE:**  
DOUGLAS COUNTY

Signature: Sharla Hales  
Sharla Hales, Chair  
Board of County Commissioners

Attest: Amy Burgans  
Amy Burgans, Douglas County Clerk

**Exhibit A**

*Legal Description of the Easement Area*

[See Attached – 4 pages]

**Exhibit B**

*Depiction of the Easement Area*

## EXHIBIT "A"

### ACCESS EASEMENT

All that portion of the Northwest one-quarter of the Northwest quarter of Section 15, Township 13 North, Range 18 East, M.D.B.&M., being more particularly described as follows:

A strip of land with varying widths, along the centerline line of an existing road, the centerline of which is described as follows:

BEGINNING at a point on the North line of Parcel 1 as shown on that certain Record of Survey for Pinewild Homeowners, according to the map thereof, filed on June 11, 2019 as File No. 2019-930140 in the Office of the County Recorder of Douglas County, State of Nevada, from which the Northwest corner of Section 15 bears North 89° 03' 19" West along the North line of said Section 15 and said Parcel 1 a distance of 248.04 feet; THENCE from said POINT OF BEGINNING and leaving said North the following eight (8) consecutive courses and distances:

- 1) South 12° 21' 19" West a distance of 141.87 feet; THENCE
- 2) Along the arc of a non-tangent curve to the right, concave Southwesterly, radial to a bearing of North 14° 28' 30" East, having a radius of 100.00 feet, through a central angle of 35° 55' 38" and an arc length of 62.70 feet to a point of compound curvature; THENCE
- 3) Along the arc of a non-tangent curve to the right, concave Southwesterly, radial to a bearing of North 50° 24' 08" East, having a radius of 200.00 feet, through a central angle of 20° 02' 21" and an arc length of 69.95 to a point of reverse curvature; THENCE
- 4) Along the arc of a non-tangent curve to the left, concave Northeasterly, radial to a bearing of South 70° 26' 29" West, having a radius of 100.00 feet, through a central angle of 19° 05' 57" and an arc length of 33.33 feet to a point of tangency; THENCE
- 5) South 38° 39' 28" East at a distance of 1.83 feet; THENCE
- 6) Along the arc of a non-tangent curve to the right, concave Southwesterly, radial to a bearing of North 51° 20' 35" East, having a radius of 190.00 feet, through a central angle of 30° 39' 49" and an arc length of 101.68 feet to a point of tangency; THENCE
- 7) North 75° 26' 59" East a distance of 124.85 feet; THENCE
- 8) Along the arc of a tangent curve to the right, concave Southwesterly, having a radius of 70.00 feet, through a central angel of 33° 33' 40" and an arc length of 41.00 feet to Point "A", being the POINT OF TERMINATION.

The sidelines of said strip of land should be prolonged or shortened as the case may be to begin at the North line of said Parcel 1 and terminate fifteen feet beyond said Point "A" along the previously described arc.

A strip of land, 20 feet in width, the centerline of which is described as follows:

BEGINNING at said Point "A" hereinbefore described, the following seven (7) consecutive courses and distances:

- 1) North  $47^{\circ} 19' 32''$  East a distance of 61.02 feet; THENCE
- 2) Along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 25.00 feet, through a central angle of  $38^{\circ} 45' 53''$  and an arc length of 16.91 feet; THENCE
- 3) North  $86^{\circ} 05' 25''$  East a distance of 40.54 feet; THENCE
- 4) Along the arc of a tangent curve to the right, concave Southwesterly, having a radius of 25.00 feet, through a central angle of  $42^{\circ} 46' 50''$  and an arc length of 18.67 feet; THENCE
- 5) South  $51^{\circ} 07' 45''$  East a distance of 134.08 feet; THENCE
- 6) Along the arc of a tangent curve to the right, concave Southwesterly, having a radius of 25.00 feet, through a central angle of  $16^{\circ} 34' 43''$  and an arc length of 7.23 feet; THENCE
- 7) South  $34^{\circ} 33' 02''$  East a distance of 30.38 feet to a point on the Easterly line of said Parcel 1, being the POINT OF TERMINATION.

The sidelines of said strip of land should be prolonged or shortened as the case may be to begin edge of said existing road and terminate at the Easterly line of said Parcel 1.

The Basis of Bearings for the legal description is based on NAD83/94 Nevada State Plane Coordinate System, West Zone, ground distances.



Prepared By:  
MAPCA SURVEYS, INC.  
580 Mount Rose Street  
Reno, NV 89509

## **Exhibit B**

*(Depiction of Easement Area & Curves (3 pages, labeled A-1, A-2, A-3))*

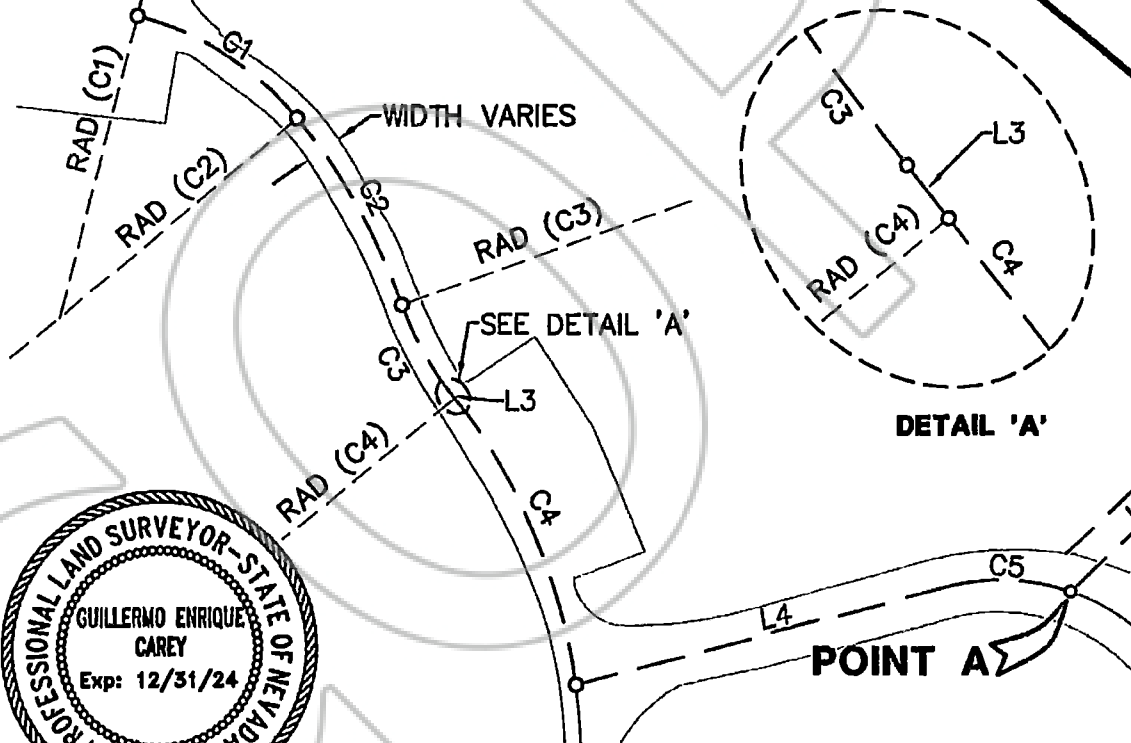


9 10  
16 15

L1 (TIE)

POB

BASIS OF BEARING  
THE BASIS OF BEARINGS IS NEVADA  
STATE PLANE COORDINATE SYSTEM,  
NAD 83/94, WEST ZONE. GROUND  
DISTANCES. COMBINED  
GRID-TO-GROUND FACTOR=1.000263



**EXHIBIT "A-1"**  
**ACCESS EASEMENT**

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION  
15, TOWNSHIP 13N, RANGE 18E M.D.B.&M.  
ZEPHYR COVE - DOUGLAS COUNTY - NEVADA

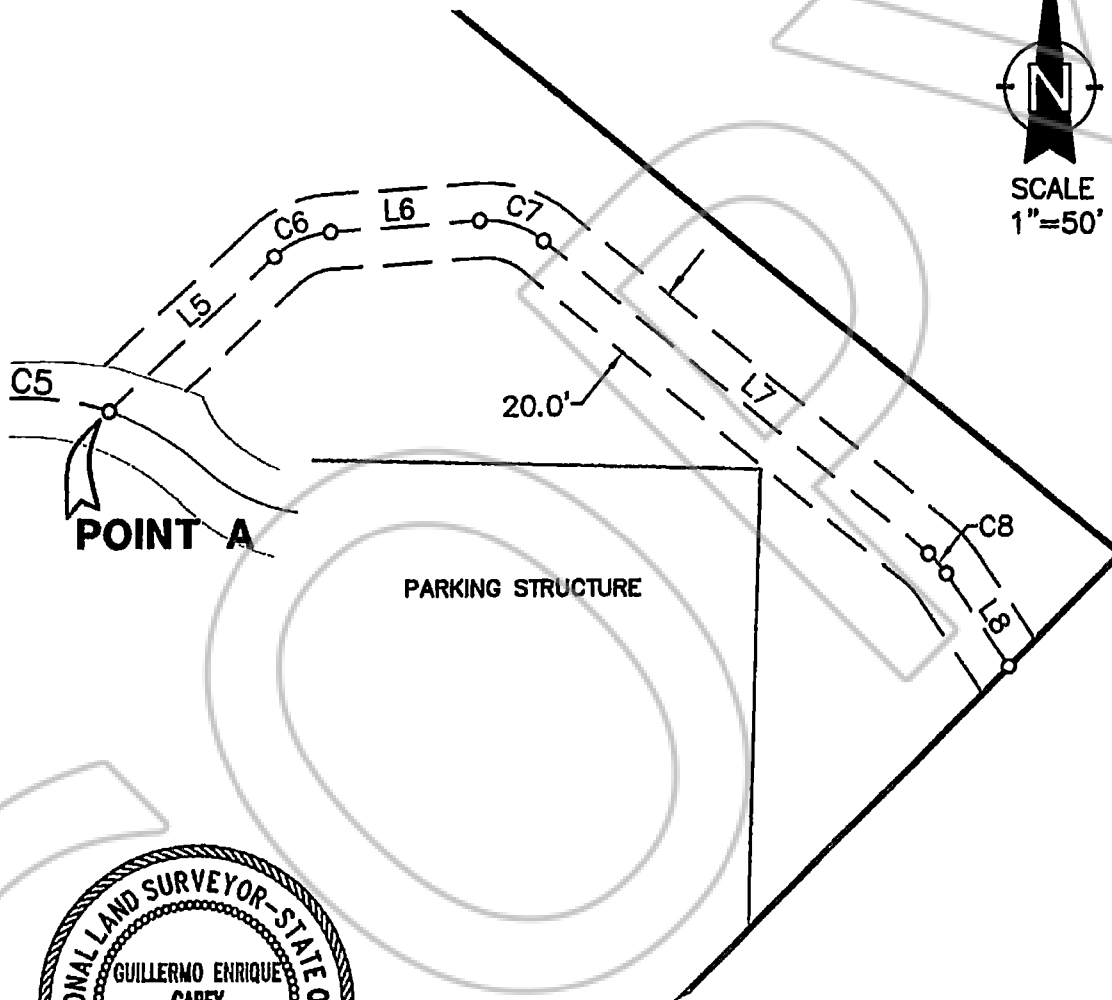


**BASIS OF BEARING**

THE BASIS OF BEARINGS IS NEVADA  
STATE PLANE COORDINATE SYSTEM,  
NAD 83/94, WEST ZONE. GROUND  
DISTANCES. COMBINED  
GRID-TO-GROUND FACTOR=1.000263



SCALE  
1"=50'



**EXHIBIT "A-2"**  
**ACCESS EASEMENT**

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION  
15, TOWNSHIP 13N, RANGE 18E M.D.B.&M.  
ZEPHYR COVE - DOUGLAS COUNTY - NEVADA

BASIS OF BEARING

THE BASIS OF BEARINGS IS NEVADA  
STATE PLANE COORDINATE SYSTEM,  
NAD 83/94, WEST ZONE. GROUND  
DISTANCES. COMBINED  
GRID-TO-GROUND FACTOR=1.000263



**LINE AND CURVE TABLES**

CURVE	DELTA	RADIUS	LENGTH	RADIAL BEARING
C1	35°55'38"	100.00'	62.70'	N14°28'30"E
C2	20°02'21"	200.00'	69.95'	N50°24'08"E
C3	19°05'57"	100.00'	33.33'	S70°26'29"W
C4	30°39'49"	190.00'	101.68'	N51°20'35"E
C5	33°33'40"	70.00'	41.00'	
C6	38°45'53"	25.00'	16.91'	
C7	42°46'50"	25.00'	18.67'	
C8	16°34'43"	25.00'	7.23'	

LINE	BEARING	DISTANCE
L1	N89°03'19"W	248.04'
L2	S12°21'19"W	141.87'
L3	S38°39'28"E	1.83'
L4	N75°26'59"E	124.85'
L5	N47°19'32"E	61.02'
L6	N86°05'25"E	40.54'
L7	S51°07'45"E	134.08'
L8	S34°33'02"E	30.38'



**EXHIBIT "A-3"**  
**ACCESS EASEMENT**

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION  
15, TOWNSHIP 13N, RANGE 18E M.D.B.&M.  
ZEPHYR COVE - DOUGLAS COUNTY - NEVADA