

## SECTION 1 – BID FORM

### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:  
Nevada Tahoe Conservation District for the Lower Kingsbury Area-wide BMP Retrofit – Stateline Post Office and Red Hut.
- 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 Lower Kingsbury Area-wide BMP Retrofit – Stateline Post Office and Red Hut.

### 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:

**Addendum No.**

**Addendum, Date**

_____	_____
_____	_____

- 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 2 – Bid Schedule.

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 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 – 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****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.

<b>Item Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
1	Mobilization/Demobilization/Temporary Erosion Control	LS	1		
2	Potholing Gas Main	EA	2		
3	AC Removal	SF	4200		
4	Basin Earthwork (Cut/Fill)	CY	115		
5	Basin Earthwork Fill Offhaul	CY	75		
6	AC Swale	SF	132		
7	Concrete Flush Curb	LS	235		
8	Single Sediment Can	EA	1		
9	Single Sediment Can w/ Beehive Grate	EA	1		
10	6" HDPE Pipe	LF	5		
11	Slotted Trench Drain	LF	36		
12	Rock Lined Swale/Overflows/Basin Outfall	SF	660		
13	Rock Armored Shoulder	LF	170		
14	Parking Barrier Boulders	EA	25		
15	Parking Lot Striping	LS	1		
16	Revegetation	SF	4050		

**Bid Schedule Price (Items 1 through 16): \$\_\_\_\_\_.**

**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.

### 3 – 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 “**Lower Kingsbury Area-wide BMP Retrofit**”, 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:  
**Lower Kingsbury Area-wide BMP Retrofit.**

##### 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 **Lower Kingsbury Area-wide BMP Retrofit**
- Special Technical Provisions for **Lower Kingsbury Area-wide BMP Retrofit**
- 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 anything 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.: \_\_\_\_\_

## **Lower Kingsbury Area-wide BMP Retrofit**

### **Special Technical Provisions and Bid Item Descriptions**

**Standard Specifications, as referred to in these Special Technical Provisions, are the Standard Specifications for Public Works Construction – Douglas County “Orange Book”, current edition (<https://rtcwashoe.com/construction-projects/orange-book/>). NDOT Standard Specifications, current edition (<https://www.dot.nv.gov/home/showpublisheddocument/6916/636257041112930000>). These Special Technical Provisions are supplemental to the Standard Specifications.**

#### **Construction Access and Staging**

Coordinate with the Nevada Tahoe Conservation District (NTCD) for appropriate staging locations and access to the site. At no time shall parking spaces or business access be blocked by construction materials or equipment. All staging, storage, and access shall occur on paved surfaces only. No vehicles, equipment, tools, or material will be allowed to be stored off paved surfaces after construction hours. Any damages to existing improvements shall be restored to their original or better condition at the contractor's expense and no additional payment shall be allowed.

#### **Mobilization/ Demobilization/ Temporary Erosion Control**

The contractor is responsible for contacting Underground Service Alert (USA 811) for locating all sub-surface utilities a minimum of one week prior to starting construction. The contractor must coordinate with The Red Hut Center and US Post Office Stateline for use of construction water onsite. The contractor must also pick up the Site Improvement Permit from Douglas County Community Development in Minden, NV and schedule and hold a Tahoe Regional Planning Agency (TRPA) pre-grade meeting prior to construction.

Contractor shall coordinate with NTCD at least 5 days in advance to schedule construction staking for the project. NTCD will provide one set of stakes at NTCD's expense as follows:

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

If one or more of the stakes are damaged or destroyed, the Contractor will replace the stakes at the expense of the Contractor.

The contractor is responsible for the mobilization and demobilization of the contractor's forces and equipment, cleaning of the staging and work area, temporary construction access, preservation of existing improvements, site restoration due to construction activities not including site revegetation, repair or replacement of damaged existing improvements, and removal of any temporary construction access structures.

The contractor is responsible for installing and removing all temporary erosion control measures (Temporary BMPs) as required by the plans and by the TRPA. The contractor shall monitor the weather forecast during construction and no work shall be permitted in the event that there is more than or equal to a 20% chance of rain in the 12-hour forecast. Project permits from TRPA and Douglas County must also be kept on site.

The contractor is responsible for any damages to existing site improvements, including but not limited to damage to concrete curb, gutter, and sidewalk, cement block pavers, AC pavement, landscaping, and storm drainpipes damaged by construction activities.

Measurement and payment for "Mobilization/Demobilization/Temporary Erosion Control" is by **lump sum** and shall include all elements of mobilization, demobilization, and temporary erosion control for the site.

### **Potholing Gas Main**

There is a Southwest Gas main as shown on the plans located in the vicinity of the proposed excavation. The Contractor shall pothole for this gas line in two locations as directed by the Engineer prior to any excavation for the project. Once the depth of the gas main is confirmed, Contractor shall coordinate with Engineer for any potential design changes to avoid utility relocation. Measurement and payment for "Potholing Gas Main" is per **each** and shall include all elements of each pothole.

### **AC Removal**

Work under this section shall include removal of asphalt concrete pavement and other concrete surface improvements as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. This includes removal and disposal of any and all asphalt/concrete structural section associated with the removal of any existing facility or installation of all proposed improvements shown on the Project Plans including curb and gutter, sidewalk, parking islands, parking lot asphalt, associated landscaping, and any other miscellaneous structures. Where no joint exists in the pavement on the line at which pavement is to be removed, a straight, neat cut with a power-driven saw shall be made along the line to a minimum depth of 6-inches before removing pavement. If saw cut pavement is damaged prior to paving, it shall be the Contractor's responsibility to re-cut any damaged, broken, or uneven portion prior to paving at his own expense. Under no circumstance shall the Contractor be allowed to "jack-hammer" the existing pavement instead of cutting with a power-driven saw.

Any materials removed in conformance with this provision shall become the property of the Contractor and shall be removed and disposed of by the Contractor in conformance with the Standard Specifications and these Special Technical Provisions. AC pavement removed from the work area may NOT be ground up and re-used as base material for roadway reconstruction.

Measurement and payment for "AC Removal" is per **square foot** as shown on the plans complete in place for removal and disposal of asphalt.

### **Basin Earthwork (Cut/Fill and Fill Offhaul)**

Earthwork includes all labor, tools, equipment, materials, and incidentals to complete excavation, berm construction, backfill, and grading at the locations shown on the plans to construct the planned stormwater basins. Clearing and grubbing is included in this bid item.

Encountering boulders during excavation may occur, notify the engineer in the event of excavation refusal. No existing rocks larger than 36" in diameter will be removed and relocated, jackhammering or breaking up of large boulders by other means is not included in this project.

### **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.

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.

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 Engineer. Field density testing shall be performed on each lift of fill.

All surplus materials generated from the project site during construction operations, including but not limited to, clearing and grubbing, topsoil salvage, and basin grading, shall be offhauled 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.

Measurement and payment for “Basin Earthwork (Cut/Fill) and Basin Earthwork Fill Offhaul” is per **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 as well as the Fill Offhaul. 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 cubic yard bid price. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the **cubic yard** bid price.

#### **AC Swale**

All asphalt concrete pavement shall consist of AC 20 or PG 64-22 asphalt cement and conform to section 201 of the Standard Specifications. The grade of aggregate within the plantmix bituminous pavement shall meet the requirements of Section 200.02.02, Type 3 plantmix and roadmix aggregate.

AC Swale consists of furnishing, stockpiling, loading, hauling and placing aggregate base, and premixed bituminous paving material. The unit bid price for the premixed bituminous paving material shall include subgrade preparation and base preparation including sub-base and base aggregate materials, and tack coating, fog sealing and/or slurry sealing as specified in the Standard Specification and in the plans and details. Bid item includes all labor, equipment, and incidentals to complete and dispose of asphalt concrete. Measurement and payment for “AC Swale” is per **square foot**; no other payment shall be allowed.

#### **Concrete Flush Curb**

Portland cement shall be Type II unless otherwise specified. A mix design shall be developed and submitted to the Engineer in accordance with Subsections 337.01.01 - “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. Measurement and payment for “Concrete Flush Curb” is per **linear foot**, completed and accepted by the Engineer as conforming to all the requirements in the complete work.

#### **Single Sediment Can**

Single sediment cans are included as pre-treatment for the planned stormwater basin treatment areas. Sediment cans shall be constructed of galvanized steel, 16 gage minimum. Lid design for each sediment trap shall be H20 traffic rated and removable. Installation of sediment can shall include base material, fabric, and sediment can itself. Bid items include all labor, equipment, and incidentals to install sediment cans. Measurement and payment for “Single Sediment Can” is per **each**, no other payment shall be allowed.

#### **Single Sediment Can w/ Beehive Grate**

Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for construction of the beehive grate sediment trap as shown on the plans. Sediment trap to be installed per plan and the Standard Specifications. Geotextile shall be non-woven class 1 geotextile and conform to section 731 “Engineering Fabrics” of the NDOT Standard Specifications. Backfill materials including drain rock shall be in conformance with section 704 “Base Aggregates” of the NDOT Standard Specifications.

Measurement and payment for "Single Sediment Can w/ Beehive Grate" is for the unit price established per **each** structure, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for "Beehive Grate Sediment Trap" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the sediment trap, complete in place, including any excavation, bedding, structural backfill, concrete, roadway paving, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the NDOT Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

### **6" HDPE Pipe**

High Density Polyethylene Pipe (HDPE) specified for storm drain use shall be corrugated on the exterior with a smooth interior. HDPE at a minimum shall meet the requirements of Section 203.16 "Solid Wall HDPE Pipe" of the Standard Specifications. and/or with section 601 "Pipe Culverts - General" of the NDOT Standard Specifications. Class A backfill shall be used for bedding and backfilling pipes in conformance with section 704 "Base Aggregates" of the NDOT Standard Specifications.

Item includes the installation of the 6" HDPE outflow pipe from which is to be completed and accepted by the Engineer as conforming to all the requirements in the complete work. Measurement and payment for "6" HDPE Pipe" is the contract unit price paid per **linear foot**, which includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved installing 6" HDPE, complete in place, including any excavation, bedding, structural backfill, concrete, roadway paving, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the NDOT Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

### **Slotted Trench Drain**

Trench Drain shall be ABT trenchformer or approved equal and be installed per manufacturers' recommendations. Measurement and payment for "Slotted Trench Drain" is the unit price established per **linear foot**, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for "Slotted Trench Drain" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing trench drain, complete in place, including any excavation, bedding, structural backfill, concrete, trench forms, frame and grate, roadway paving, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

### **Rock Lined Swale/Overflows/Basin Outfall & Rock Armored Shoulder**

#### Gravel, Rock & Other Aggregates

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 swale, rock overflow, rock basin outfall overflow, rock armored shoulder, 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 rock swales/overflows/outfalls 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 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.

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 the right to reject said materials.

#### Quality Requirements for Loose Stone Aggregates.

The Contractor shall use stone (i.e. gravel, cobble, rock, boulder, etc.) that is sound and durable against disintegration under conditions to be met in handling and placing and is hard and tenacious and otherwise of a suitable quality to ensure permanency in the specified kind of work. All applicable stone materials shall meet the requirements stated herein and conform to the following test requirements.

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

Stone shall be of such shape to form a stable protection structure for the required section or feature. 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.

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 swale/overflows/basin outfall and rock armored shoulder 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.

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.

Measurement and Payment for "Rock Lined Swale/Overflows/Basin Outfall" is per **cubic yard** of aggregate placed in the swale/overflows/basin outfall. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the "Rock Lined Swale/Overflows/Basin Outfall" including, but not limited to, transportation, rock placement, labor, and incidentals is included in the contract and no additional compensation will be allowed.

Measurement and Payment for "Rock Armored Shoulder" is per **linear feet** of aggregate placed in the shoulder. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the Rock Armored Shoulder including, but not limited to, transportation, rock placement, labor, and incidentals is included in the contract and no additional compensation will be allowed.

### **Parking Barrier Boulders**

Use stone 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.

Stone shall be of such shape as to provide a stable structure when placed as shown on the plans. Flat or needle shapes shall not be accepted unless the thickness of the individual pieces is greater than 1/3 the length. In addition, the aforementioned stone materials shall be of a native nature to the Tahoe Basin (i.e. of similar color and texture to that generally found within the Tahoe Basin and in particular the project area Stateline, NV and vicinity). Bid item includes all labor, equipment, and incidentals to

complete “Parking Barrier Boulders.” Measurement and payment for “Parking Barrier Boulders” is per **each**; no other payment shall be allowed.

### **Parking Lot Striping**

Striping shall conform to Section 324, Painting Pavement Striping and Marking, of the Standard Specifications and Douglas County code section 20.692. Per Douglas County Code, the stalls shall be a minimum of 9 feet wide by 20 feet long and the two-way aisle shall be 25 feet wide. Bid item includes all labor, equipment, and incidentals to complete parking lot striping as shown on plans. Measurement and payment for “Parking Lot Striping” is per **lump sum**, no other payment shall be allowed.

### **Revegetation**

Revegetation work shall be conducted during non-windy conditions. 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. Any existing or previously installed vegetation damaged shall be replaced by the Contractor. All compacted soils in the project area shall be loosened as needed to a depth of 6” unless otherwise specified or directed by the Engineer. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

Revegetation work shall consist of all site preparations associated with the revegetation treatments and shall include seeding, mulching, installation of erosion control blankets, and maintenance and record keeping in accordance with the requirements as shown on the Project Plans, and as directed by the Engineer.

#### Seeding

All Seed Mix shall be supplied by NTCD to the Contractor 3 days prior to seeding. Seed mix shall be native and include only plants approved by TRPA. NTCD will supply the contractor with enough seed for applying to disturbed areas plus an additional 20%. 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. Final surfaces shall be left rough unless erosion control blankets are specified, in which case soils shall be raked smooth.

Seed shall be uniformly broadcast 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.

#### 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).

#### Erosion Control Blanket and Stakes

A single layer of erosion control blanket is specified for the proposed stormwater basins and upland slopes greater than or equal to 3:1. The blanket shall be North American Green SC150 BN 70% straw and 30% coconut fiber, 9.66 ounces per square yard, sewn between 2 biodegradable natural fiber nets, or equivalent as approved by the Engineer. Each roll or bail of fabric shall be identified with a tag or label securely affixed to the outside of the roll on one end. The label shall include the manufacturer or supplier, the style number, and the roll and lot numbers. Stakes shall be 12 inches in length, manufactured from a wood (North American Green Eco-STAKE or equivalent), or as approved by the Engineer. No plastic is allowed.

Install erosion control blankets where shown on the project plans according to the treatment types. Carefully key in blankets per Project Plans. Overlap blankets twelve (12) inches working upstream or 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 ends twelve (12) inches minimum.

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