

SECTION 1 – BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Kingsbury Crossing Owners Association for the Lower Kingsbury Area-wide BMP Retrofit – Kingsbury Crossing Owners Association.
- 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 – Kingsbury Crossing Owners Association.

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 2 – 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 incidental to the listed Bid Items.

Item Number	Item Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization/ Temporary Erosion Control	LS	1		
2	Miscellaneous Concrete – Repair Deer Run Ct. Outfalls and Extend Curb & Gutter	LS	1		
3	AC Removal	SF	80		
4	Earthwork	CY	15		
5	Double Sediment Can	EA	2		
6	Single Sediment Can	EA	1		
7	Drainage Inlet	EA	1		
8	8" HDPE Pipe	LF	25		
9	Rain Garden- Bioinfiltration	CY	15		
10	Revegetation	SF	400		
11	Rock Drip Line Protection	SF	180		
12	Rock Dissipater	SF	15		

Bid Schedule Price (Items 1 through 12): \$_____.

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 Kingsbury Crossing Owners Association, and that discretion will be exercised in the manner deemed by Kingsbury Crossing Owners Association to best protect the public interest in the prompt and economical completion of the Work. The decision of the Kingsbury Crossing Owners Association respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

3 – AGREEMENT

VENDOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between Kingsbury Crossing, a **Nevada nonprofit corporation** (the “Association”), with principal offices located at 133 Deer Run Ct. Stateline, NV 89449 and _____ General Contractor, Nevada State License No. _____ (The “Vendor”) with principal offices located at _____. In consideration of the mutual promises and agreements set forth herein, the parties do hereby agree as follows:

1. **Vendor Services.** Vendor agrees to provide the Association with Labor & materials to perform all of the work described in the Plans and Specifications entitled “Lower Kingsbury Area-wide BMP Retrofit-KCOA”, prepared by the Nevada Tahoe Conservation District (the “Services”) at the premises operated and managed by the Association known as The Lodge at Kingsbury Crossing and located at 133 Deer Run Ct. Stateline, NV 89449 (hereinafter “Resort”). All Services shall be performed in a neat workman like manner and the quality of the Services provided and performed by Vendor shall be of a first class nature. While providing the Services, Vendor shall use its best efforts to limit interference with or to interrupt operations of the Resort or the guest use of the Resort and the Resort facilities.

2. **Personnel, Materials and Equipment.** Vendor shall provide sufficient personnel (hereinafter referred to as “Personnel”) to perform the Services, with all Personnel payroll costs, including salary and benefits, being borne by Vendor. Vendor shall furnish all materials and equipment necessary to perform the Services. Personnel shall maintain a neat and professional appearance and shall dress in Vendor approved uniform. Personnel shall refrain from smoking while at the Resort.

3. **Licenses & Permits.** Vendor shall maintain and obtain at its sole cost and expense, all necessary licenses and permits required for the Services to be rendered to the Association. Services provided and performed by Vendor shall comply with any and all applicable laws, ordinances, ordered, regulations imposed by the municipal, county, state and federal governmental authorities.

4. **Taxes.** Vendor shall be solely liable for, and hereby agrees to pay any and all taxes (including but not limited to sales taxes), levies, fees, duties, and excises occasioned by his work, regardless of by whom imposed, and regardless of how measured. Vendor shall pay each and all of the expenses enumerated in this paragraph, whether or not such expenses were known to the Vendor at the time of execution of this Vendor Agreement, and whether or not legal authority for the making of such charges was in existence at the this Vendor Agreement was executed.

5. **Insurance.** Vendor shall maintain the following insurance coverage with respect to the Services and other operations at or associated with the Resort, or greater limits if required by law: (A) comprehensive general liability insurance (including contractual, products and completed operations) with limits of not less than \$1,000,000.00 for death, illness or injury to one or more persons including property damage, with respect to each occurrence; (B) comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 for bodily injury and property damage combined single limit; (C) an umbrella or excess liability policy in the amount of \$5,000,000.00; and (D) Applicable workmen's compensation insurance required by law with

Employers Liability limits of not less than \$500,000.00. All insurance coverage's purchased by Vendor shall be maintained without interruption from the effective date of this Agreement until termination of this Agreement and shall name Association, Tricom Management Inc., as an additional insured, with the exception of Worker's Compensation. Vendors General Liability and its subcontractors insurance coverage shall include at a minimum the following Additional Insured forms and endorsements CG 20 38 (04/13) for ongoing operations and CG 20 37 (04/13) Insurance Service Office forms or their equivalent.

All insurance carried by Vendor shall provide that it is primary, non-contributory basis regardless of whether Association has other collectible or collateral insurance. Upon request, Vendor shall provide Association with such certificates and other evidence as Association may require verifying the existence of such insurance coverages and the payment of the premiums therefor. Such insurance certificates shall include a copy of each policy "cancellation provision" attached thereto. All such insurance coverages shall contain policy provisions and exclusions reasonably satisfactory to Association. All aforementioned insurance (i.e. General Liability, Automobile, Umbrella/Excess Liability and Worker's Compensation shall contain a Waiver of Subrogation clause in favor of the entities listed as Additional Insureds in this "Insurance" section.. Vendor shall immediately notify Association in writing of any occurrence on or off the Resort which may give rise to a claim for damages against Association. In the event Vendor does not properly maintain the required insurance coverage, Association may, (but not obligated to) purchase the same without notice to Vendor and offset the cost against any sums then or thereafter due to Vendor. Association shall not be responsible for any loss or damage to any property of Vendor, or its employees or agents, located at the Resort from time to time, including, without limitation, any loss from fire, theft, trespass, malicious mischief, vandalism or other casualty unless caused by the gross negligence or willful misconduct of Association, its employees or agents. Vendor waives all claims against Association for such loss or damage unless caused by the gross negligence or willful misconduct of Association, its employees or agents. Association shall not be responsible for any injury to or death of any employee or agent of Vendor, whether occurring at the Resort or otherwise unless caused by the gross negligence or willful misconduct of Association, its employees or agents. Vendor waives all claims against Association for such injury or death unless caused by the gross negligence or willful misconduct of Association, its employees or agents.

6. **Consideration.** In consideration of the performance by Vendor of the Services, Association agrees to pay Vendor _____.

7. **Term of Agreement.** This Agreement shall become effective on the date first written above, and shall continue in full force for a period of one hundred and eighty **days and may be extended by mutual consent of the parties.** This Agreement may be terminated by either party with at least 30 days prior written notice.

8. **Employment Regulations.** Vendor agrees to observe and strictly adhere to the provisions of the Occupational Safety and Health Act and any other similar laws, rules or regulations enacted by federal, state or local authorities as the same may be amended, interpreted or enforced from time to time. Vendor shall also comply with all laws, procedures, rules and regulations promulgated by the Equal Employment Opportunity Commission or other authority with regard to non-discrimination as the same applies to the Personnel and services contemplated under this Agreement. Vendor shall be responsible for Personnel payroll, benefits, including without limitation and taxes thereon.

9. **Default/Cure.** In the event of default, or other breach of any covenant, agreement, representation or warranty under this Agreement, the nondefaulting party shall give the alleged defaulting party 15 days notice and the right to cure during such period ("Cure Period") provided, however, that if the breach is of such nature that it cannot reasonably be cured within the Cure Period, so long as the breaching party shall have commenced the cure of such breach within the Cure Period and thereafter shall have diligently and in good faith prosecuted such cure to completion within 45 days, then any such breach shall not, during the period such curative action is pursued, be deemed to be a default hereunder. If the defaulting party fails to cure such purported default within such Cure Period to the reasonable satisfaction of the other party, then at the end of such Cure Period the other party may terminate the Agreement upon giving the defaulting party written notice, provided, however, that in the event such breach is the third breach under this Agreement by such party within any 12-month period, then such breach shall constitute an event of default immediately upon the giving of notice by the nonbreaching party of such breach. Notwithstanding the above, if any sum of money due from one party to the other is not paid within 10 days following written notice that the same is due, then such unpaid sums shall bear interest at the rate of eighteen percent (18%) per annum, simple interest, or at the maximum rate permitted by applicable law, whichever is less.

10. **Enforcement.** If either party breaches any of the covenants, terms, or conditions herein contained, the other party shall be entitled to seek appropriate equitable relief in the form of an injunction, as well as any other remedy which it may otherwise possess at law, in equity or under this Agreement. If it is necessary for either party to retain counsel to enforce any provision of this Agreement, such party shall be entitled to its reasonable attorneys' fees from the other party, in addition to such sums as may be due or such other relief to which it may be entitled. This Agreement shall be construed in accordance with the laws of the **State of California**, which law shall govern in the event of any conflict of law. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

11. **Indemnity.** Vendor shall indemnify and defend Association and Tricom Management, Inc., its parent, affiliates, subsidiaries and their respective officers, directors, members, managers, employees, agents and successors from and against any and all claims, suits, damages, expenses and liabilities, including reasonable attorneys' and paralegals' fees, directly or indirectly arising out of Vendor's performance of (or failure to perform) its obligations under this Agreement, Vendor's presence or operation upon the Resort.

12. **Notice.** Any notice required or permitted to be given hereunder, shall be sufficient if in writing and either delivered personally or sent by U.S. Certified Mail, return receipt requested, postage prepaid, to the party being given such notice at the mailing address as it appears above, or at any subsequent address of which each party has notified the other in writing.

13. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by reason of any rule of law or public policy, this Agreement shall be construed in such a manner so as to delete such provision, and all of the other provisions shall remain in full force and effect. In particular, the parties agree (A) that the covenants and agreements contained in this Agreement are of the essence of this Agreement and that each of such covenants is

reasonable and necessary to protect and preserve the interests and business of the Vendor, (B) that each of such covenants is separate, distinct and severable not only from the other of such covenants but also from the remaining provisions of this Agreement, and (C) that the unenforceability of any such covenant shall not affect the validity or enforceability of any other such covenant or any other provision of this Agreement.

14. **Survival.** Unless otherwise provided herein, in the event this Agreement is terminated for any reason, including, but not limited to termination and replacement by another agreement, the parties shall remain obligated to each other after such termination with respect to each of its agreements and covenants contained herein.

15. **Construction.** The headings and captions contained herein are for the purpose of convenience and reference only, and are not to be construed as part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, or other governmental or judicial authority, by reason of such party having, or being deemed to have prepared or imposed such provision.

16. **Representations.** The parties represent each to the other that the person executing this Agreement on behalf of each party respectively has all the requisite power and authority to execute this Agreement and that upon such mutual execution this Agreement shall be binding upon both parties hereto.

17. **Entire Agreement; Counterpart Execution.** This Agreement contains the entire understanding and agreement between the parties. All promises, representations, warranties, covenants, or inducements made by either party to the other, not contained in writing herein or made a part hereof by reference, are expressly superseded and shall have no force or effect whatsoever. The failure of either party to insist on strict compliance with any of the provisions of this Agreement by the other shall not constitute a waiver of such parties' right to demand exact compliance with said provisions. No waiver, alteration, or modification of any or all of the provisions of this Agreement shall be valid unless the same is in writing and signed by the parties. This Agreement may be executed in counterparts, and the duplicate originals when taken together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized corporate officers as of the day and year first above written.

VENDOR:

ASSOCIATION:

Kingsbury Crossing, Owners ASSOC.

By: _____

By: _____

Title: _____

Title: _____

Lower Kingsbury Community Watershed Plan

Kingsbury Crossing Owners Association

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/6916/63625704112930000>). These Special Technical Provisions are supplemental to the Standard Specifications.

Construction Access and Staging

Coordinate with the manager at Kingsbury Crossing Owners Association (KCOA) for appropriate staging locations and access to the site. At no time shall parking spaces or resident 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.

Full compensation for conforming to 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.

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.

Miscellaneous Concrete

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for outfall repair and curb & gutter extension 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.

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.

Measurement and payment for "Miscellaneous Concrete" shall be measured by **lump sum** 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 reconstruct the Deer Run Court outfalls and extend the curb & gutter to align with the double sediment can placements including, but not limited to, excavation, rebar placement, backfill, formwork, placement, curing, labor, and incidentals is included in the contract unit price **lump sum** for "Miscellaneous Concrete" and no additional compensation will be allowed.

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 (i.e. raingarden, double sediment cans, drainage inlet) 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.

Earthwork

Earthwork includes all labor, equipment, and incidentals to complete excavation, backfill, grading, offhaul and import at the locations shown on the plans to construct the planned raingardens. Clearing and grubbing is included in this bid item, including the removal of small shrubs/trees less than 14-inch diameter at breast height.

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.

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 "Earthwork" shall be measured 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. 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.

Double Sediment Can

The double sediment shall consist of two sediment cans connected via a 12" CMP with a concrete collar. Sediment cans are 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.

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.

Measurement and payment for "Double Sediment Can" construction shall be 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 this item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the double sediment can, complete in place, including any excavation, bedding, structural backfill, concrete, curb & gutter extension, pipe connections, 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.

Single Sediment Can

Single sediment can is included as pre-treatment for the planned raingarden treatment area. A sediment can shall be constructed of galvanized steel, 16 gage minimum. Lid design for each sediment can shall be H20 traffic rated and removable. Installation of sediment can shall include base material, fabric, and sediment can itself. Bid item includes all labor, equipment, and incidentals to install sediment cans.

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.

Measurement and payment for "Single Sediment Can" shall be per **each structure**, no other payment shall be allowed.

Drainage Inlet (w/ Treatment Filter)

Drainage inlets (DIs) are shown on plans and shall conform to the Standard Specifications. Precast Type 4R catch basins are recommended. The Treatment Filter shall be **provided and installed by others**. DI Filter shall be Inventive Resources Inc. "The Water Decontaminator TCU" or equivalent.

<https://www.iriproducts.com/WD/index.html>

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.

Bid item includes all labor, equipment, and incidentals to purchase and install DI and Water Decontaminator Filter, complete in place. Measurement and payment for "Drainage Inlet (w/ Treatment Filter)" shall be per **each**; no other payment shall be allowed.

8" 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 8" 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 "8" HDPE Pipe" is the 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 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.

Rain Garden- Bioinfiltration

Rain gardens will require excavation for placement of the bioinfiltration soil mix. During the excavation process, suitable topsoil shall be salvaged per direction of the Engineer for reuse. Existing in-situ soils shall be salvaged to be used for bioinfiltration soil mix and/or grading as specified in the plans and specifications and indicated in the field by the Engineer. The raingarden shall be excavated to allow for the placement of eighteen (18) inches of bioinfiltration soil mix as shown in the plans and as specified by the Engineer. Side walls can be close to vertical to maximize the volume of bioinfiltration soil mix backfill and to simplify the calculations of needed materials. Subsoils in the rain garden pit shall be scarified to a depth of eight (8) inches with a toothed backhoe. Subsoils will be scarified in such a way that clods remain and soil is not reduced to powder.

The bioinfiltration soil mix shall be created using native soils from the excavated rain garden pits and soil amendments.

Bioinfiltration soil mix shall consist of (by volume):

- 65% native soil
- 35% aged wood chips

All components of the bioinfiltration soil mix shall be thoroughly incorporated to result in a uniform mix without unmixed pockets of amendment or native soil.

Aged wood chips shall consist of wood chips free of rock fines, soil, and other extraneous material. The wood chips shall be provided to the contractor at the staging area.

Biofiltration soil mix placement and compaction will not be allowed when the weather or soil is too wet as determined by the Engineer. The top six (6) inches of scarified in situ soils shall be thoroughly mixed with the specified bioinfiltration soil mix. Backfill the rain garden pit in successive horizontal layers (lifts) of twelve (12) inches with the specified bioinfiltration soil mixture. Do not compact subgrade, water between lifts until just saturated (~85% compaction). If pooling occurs, wait until water is drained before placing the next lift. Throughout the process, be sure the layers stay level to facilitate even distribution of inflow and maximum infiltration. Raingarden final grading is to be done by hand. Once bioinfiltration soil mix is installed in the raingarden bottom, no further equipment or foot traffic will be permitted.

Measurement and payment for "RainGarden- Bioinfiltration" construction shall be measured per **cubic yard**, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for this item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals (fill and/or offhaul), and for performing all the work.

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 12" 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, 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 KCOA to the Contractor 3 days prior to seeding. Seed mix shall be native and include only plants approved by TRPA. KCOA 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.

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.

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 KCOA. All costs in connection with this work will be considered incidental to the contract price per **square foot** for “Revegetation.”

Rock Drip Line Protection

Rock shall be per detail shown in plans. Rock shall be double washed prior to delivery to the site so that it is clean and free of dirt or sediment. Measurement and payment for “Rock Drip Line Protection” 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 the Rock Drip Line Protection as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer and KCOA. All costs in connection with this work will be considered incidental to the contract price per **square foot** for “Rock Drip Line Protection.”

Rock Dissipator

Rock shall be per detail shown in plans. Rock shall be double washed prior to delivery to the site so that it is clean and free of dirt or sediment. Measurement and payment for “Rock Dissipator” 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 the Rock Dissipator as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental to the contract price per **square foot** for “Rock Dissipator.”