

**HOGAN COURT DRAINAGE IMPROVEMENT
PROJECT
Contract Documents and Specifications**

WASHOE COUNTY, NEVADA

Bid: July 28, 2026 at 3:00 PM



**Nevada Tahoe Conservation District
400 Dorla Court
Zephyr Cove, NV 89448
775-586-1610**

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Section 00 11 01 – Advertisement for Bids

1. Sealed Bids for the construction of the Hogan Court Drainage Improvement Project will be received in person at the office of Nevada Tahoe Conservation District, 400 Dorla Court, Zephyr Cove, Nevada 89448 (Issuing Office) or via email to mkelly@ntcd.org until 3:00 pm local time on Tuesday, July 28, 2026 at which time the Bids received will be publicly opened and read and broadcast online. A meeting link for the virtual bid opening will be posted on ntcd.org at least 24 hours prior to the bid opening. This project involves storm drain infrastructure improvements in collaboration with Washoe County and the Nevada Department of Transportation (NDOT). The scope includes installation of a new storm drain junction box at the existing NDOT outlet located upslope of 699 Hogan Court. Approximately 440 linear feet of underground storm drain pipe will be installed, connecting to the existing storm drain system at the intersection of Hogan Court and Titlist Drive. The storm drain alignment will traverse NDOT right-of-way (ROW), the private property at 699 Hogan Court, and Washoe County ROW. The Nevada Tahoe Conservation District Board of Supervisors will consider the award of the contract at a subsequently scheduled meeting in July 2026.
2. Bid Documents may be examined and obtained electronically at ntcd.org or obtained in person at no cost at the Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, NV 89448, (775)586-1610 between the hours of 9 AM and 4 PM or by appointment.
3. An optional pre-bid conference will be held at 01:00 PM local time on Wednesday, July 15, 2026 at 699 Hogan Court, Incline Village, NV 89451. Attendance at the pre-bid conference is highly encouraged but is not mandatory.
4. The Engineers estimate for base bid is \$250,000-\$350,000
5. No proposal will be considered unless accompanied by a bid security in the form of a Bid Bond in an amount not less than five percent (5%) of the base bid.
6. Nevada Tahoe CD contact: Meghan Kelly, P.E.
 Phone: (775) 524-3481
 Email: mkelly@ntcd.org
7. Contracts to work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices pursuant to [NRS 338.125](#).
8. The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects with a contract price of \$100,000 or more pursuant to [NRS 338.125](#). The State Labor Commissioner has assigned Public Works Project Number DO 2025-374 to this project.
9. NRS 338.147 provides for a five percent (5%) bidder preference to bidders who establish that they qualify for the preference.
10. The last date for submitting questions to the Owner to be addressed by Addendum is Monday, July 20, 2026. Questions should be submitted in person, via phone, or email to Meghan Kelly, mkelly@ntcd.org or (775)524-3481.

Dated June 29, 2026



Meghan Kelly, P.E., Principal Engineer

Section 00 21 01 – Bidders Checklist

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

- A. ____ Section 00 31 01 – Bid Form
- B. ____ Section 00 31 05 – Bid Schedule
- C. ____ Section 00 31 14 – Bid Bond
- D. ____ Section 00 31 16 – Bidder's Qualification Statement
- E. ____ Section 00 31 19 – Bidder Certifications
- F. ____ Section 00 31 21 – List of Proposed Subcontractors (Submitted with Bid)
- G. ____ Section 00 31 23 – List of Major Equipment Manufacturers
- H. ____ Evidence of authority to do business in the state of the Project (on bidder supplied form)
- I. ____ If claiming Nevada Preferential Bidder Status, attach required affidavits and other appropriate information in accordance with the requirements of NRS 338

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

- J. ____ Section 00 31 22 – List of Subcontractors (Submitted after Bid)
- K. ____ If claiming Nevada Preferential Bidder Status, affidavits and other appropriate information in accordance with the requirements of NRS 338 (See NRS 338.1389(2)(a)(3))

00 21 02 INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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

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

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

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

4.03 *Site Visit and Testing by Bidders*

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

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

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

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

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

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

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

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

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

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

ARTICLE 13 – PREPARATION OF BID

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

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

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Schedule (00 31 05). Items listed as "LS" shall be bid on a lump sum basis.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Schedule (00 31 05)) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 01). This documentation shall be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address indicated in the Advertisement for Bids.

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – PROTEST BY BIDDERS

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

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

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

None.

**00 31 01 BID FORM
FOR CONSTRUCTION CONTRACTS**

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ARTICLE 1 – BID RECIPIENT

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

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

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

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

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit, and (2) when applicable, estimated quantities are not

guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 01). These documents are submitted with and made a condition of the bid.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

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

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

Item Number	Item Description	Unit	Quantity	Unit Cost	Total
1	Mobilization and Demobilization	LS	1		
2	Traffic Control	LS	1		
3	Construction Limit Fence	LS	1		
4	Temporary Erosion, Water Pollution, Dust Controls & BMPs	LS	1		
5	Clearing and Grubbing	LS	1		
6	Existing SDMH Removal and Disposal	EA	2		
7	Existing Storm Drain Pipe Removal (16-Inch PVC)	LF	109		
8	Storm Drain Junction Structure	EA	1		
9	48-Inch SDMH	EA	1		
10	60-Inch SDMH	EA	2		
11	18-Inch Double Wall HDPE	LF	337		
12	30-Inch Double Wall HDPE	LF	103		
13	Miscellaneous Earthwork	BCY	20		
14	HMA Trench T-Patch	SF	2420		
15	12-Inch Riprap Placement, As Directed	CY	13		
16	Sediment Log (Coir Log), As Directed	LF	450		
17	Revegetation	SF	4000		

Base Bid Schedule Price (Items 1 through 17): \$_____.

Base Bid Schedule Price (in words): _____

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

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

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

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

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

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

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

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

completion of the Work. The decision of the Nevada Tahoe Conservation District respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

00 31 14 BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

PREFERENTIAL BIDDER STATUS

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

- (1) The sales and use taxes imposed pursuant to Chapter 372, 374 and 377 of NRS on materials used for construction in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid;
- (2) The motor vehicle privilege tax imposed pursuant to Chapter 371 of NRS on the vehicles used in the operation of the general contractor's business in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid; or
- (3) Any combination of such sales and use taxes and motor vehicle privilege tax, or
- (4) Acquired, by inheritance, gift, or transfer through a stock option plan for employees, all the assets and liabilities of a viable, operating construction firm that possesses a:
 - a) License as a general contractor pursuant to the provisions of Chapter 624 of the NRS; and
 - b) Interim Certificate of Eligibility to receive a preference in bidding on public works

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

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

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

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

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

By: _____

Title: _____

Signature: _____

Date: _____

Attest: _____

Title: _____

00 31 19 BIDDER CERTIFICATIONS

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

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

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

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

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

The undersigned bidder, proposed contractor or subcontractor certifies that:

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

Name of Bidder

Name and Title of Authorized Representative

Signature

Date

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

List below the name, address and contractor’s license number for each company by trade who will provide labor or a portion of the work on this project (Attach additional sheets if necessary.)

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

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

List below the name, address and contractor’s license number for each company by trade who will provide labor or a portion of the work on this project (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. _____	_____	_____

2. _____	_____	_____

3. _____	_____	_____

4. _____	_____	_____

5. _____	_____	_____

6. _____	_____	_____

00 41 01 AGREEMENT

AGREEMENT FORM

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, 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 "**HOGAN COURT DRAINAGE IMPROVEMENT PROJECT**", prepared by the Nevada Tahoe Conservation District, and shall do everything required by this Agreement and the Specifications.

Article 2. The Project.

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **HOGAN COURT DRAINAGE IMPROVEMENT PROJECT.**

Article 3. Contract Times.

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

Contract Times: Day and Dates.

The work required to complete the project will be substantially completed on or before October 15, 2026 and completed and ready for final payment on or before November 30, 2026.

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 **HOGAN COURT DRAINAGE IMPROVEMENT PROJECT**
- Special Technical Provisions for **HOGAN COURT DRAINAGE IMPROVEMENT PROJECT**
- Standard Specifications for Public Works Construction – Orange Book, 2016
- Standard Specifications for Public Works Construction – Orange Book, 2012
- Appendix A – Insurance Requirements
- Appendix D – Project Permits
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

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

- a) This Agreement
- b) Special Technical Provisions
- c) Standard Specifications
- d) Project Plans
- e) General Provisions

Article 10. Non-discrimination.

1. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
2. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by the Contractor constitutes a material breach of Contract.
4. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

Article 11. Veteran's Preference. As provided in NRS 338.130, Contractor agrees as follows:

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

(a) First: To persons who:

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

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

NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of NTCDD 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 Washoe County, Nevada. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19. Contractor’s Certifications.

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

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Nevada Tahoe Conservation District

PO Box 915

Zephyr Cove, NV 89448

License No.: _____

00 42 01 PERFORMANCE AND COMPLETION BOND

FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____

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

As Principal, hereinafter called "Principal", and _____

(Legal Designation and Address of Surety)

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

WHEREAS, Principal has by written agreement dated _____, entered into contract with NTCD for "**HOGAN COURT DRAINAGE IMPROVEMENT PROJECT**" which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

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

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

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

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

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

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

PRINCIPAL: _____

By: _____
(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____

Notary Public

Surety:

Name of Surety

By: _____

(Note: Signature to be Notarized)

Type: _____
Attorney-in-Fact

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

\$ _____

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

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

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

Notary Public

00 41 02 LABOR AND MATERIALS BOND

LABOR AND MATERIAL PAYMENT BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

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

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

WHEREAS, Principal has by written agreement dated _____, entered into contract with NTCD for "**HOGAN COURT DRAINAGE IMPROVEMENT PROJECT**" which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

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

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

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

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

PRINCIPAL: _____

By: _____

(Note: Signature to be notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #
this

Subscribed and sworn to before me

_____ day of _____, ____.

Notary Public

Surety:

Name of Surety

By: _____

(Note: Signature to be Notarized)

Type: _____

Attorney-in-Fact

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

\$ _____

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

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

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

Notary Public

00 43 01 WAGE DETERMINATION

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

<https://labor.nv.gov/uploadedFiles/labornvgov/content/PrevailingWage/Northern%20Nevada%20Rural%20Region%202025-2026.pdf>

APPENDIX A**CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS
HOGAN COURT DRAINAGE IMPROVEMENT PROJECT, WASHOE COUNTY, NEVADA****INTRODUCTION**

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

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

INDEMNIFICATION AGREEMENT

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

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

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by NTCD. CONTRACTOR agrees, as a precondition to the performance of any work under

this Agreement and as a precondition to any obligation of the NTCD to make any payment under this Agreement to provide NTCD with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

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

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

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

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

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

The General Contractor shall provide, at its sole cost and expense, maintaining during the entire term of this Agreement, a policy of commercial general liability insurance naming WASHOE COUNTY, NEVADA DEPARTMENT OF TRANSPORTATION, OWNERS OF 699 HOGAN COURT, OWNERS OF 701 HOGAN COURT and NEVADA TAHOE CONSERVATION DISTRICT as an additional insured covering the premises (including the land, equipment, controls and other facilities) insuring against the risks of death, bodily injury, property damage and personal injury liability arising out of or in connection with the use of the roads on the Premises, including roads used for traffic diversion purposes in connection with the Project, for the purposes authorized by this Agreement. Such insurance shall provide not less than the following limits: One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person; Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death arising out of any one (1) occurrence; and One Million Dollars (\$1,000,000.00) with respect to property damage or other loss arising out of any one (1) occurrence. The insurance required under this Agreement shall (a) be issued by insurance companies authorized to do business in the State of Nevada, with classification of at least A and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide," and (b) contain an endorsement requiring thirty (30) days' written notice from the insurance company to all additional insureds before cancellation or change in the coverage, scope, or amount of the policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Property Coverages

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in

coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NTCD except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

SAFETY PROGRAM

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

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

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

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

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

APPENDIX B

SPECIAL TECHNICAL PROVISIONS

SPECIAL TECHNICAL PROVISIONS

FOR

HOGAN COURT STORM DRAIN IMPROVEMENT PROJECT

NEVADA TAHOE CONSERVATION DISTRICT

WASHOE COUNTY, NEVADA

FOR USE WITH:

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

PREPARED BY:

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

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

Date: February 2026

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SECTION 100 – GENERAL

100.01 Description

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

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

SECTION 105 – CONTRACTOR QUALIFICATIONS

105.01 Description

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

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

The above items shall clearly demonstrate the Contractor’s qualifications to perform the work associated with the Hogan Court Storm Drain Improvements Project and past similar experience on other projects. The experience to be demonstrated above is required to meet the following minimum requirements:

- A. The Contractor is required to have successfully performed a minimum of one (1) project, within the past five (5) years, which included work components of a similar scope and nature as to that which is indicated herein consisting of minimum project total costs of \$200,000 and contract times exceeding 15 days. Previously completed projects shall include storm drain pipeline installation, trenching to depths greater than 5-feet, cast in place storm drain structures, and construction work in steep or difficult to access terrain.

Failure of the Contractor to submit the information required or to demonstrate experience as required in this section shall warrant the Contractor’s bid submittal incomplete. The determination of whether

the Contractor meets the qualifications is at the sole discretion of the Nevada Tahoe Conservation District.

105.02 Measurement and Payment

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

SECTION 110 – ORDER OF WORK

110.01 Description

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

The project requires coordination with several different public and private entities (Washoe County, the Nevada Department of Transportation, the Nevada Tahoe Conservation District, the Tahoe Regional Planning Agency, 699 Hogan Court Homeowners Association, and 701 Hogan Court Homeowners Association). The Nevada Tahoe Conservation District will assist the contractor in coordinating with all entities public and private. The Contractor shall be solely responsible for coordinating with all contractors working in the area whether listed in these Special Technical Provisions or not.

The order of work shall be as follows:

1. Verification of all underground utilities within the project area.
2. Installation of Temporary Traffic Control Measures.
3. Construction of all temporary erosion control measures as shown on the project plans and as approved by the Engineer and Tahoe Regional Planning Agency (TRPA).
4. Adjustment of any conflicting utilities
5. Construction of the storm drain conveyance and structures as shown on the project plans and as described in these Special Technical Provisions.
6. Paving storm drain alignment T-patch
7. Restoration of entire project site:
 - a. Restoration/revegetation of all disturbed areas.
 - b. Road sweeping.
 - c. Restoration of staging and access.
 - d. Removal of temporary BMPs with approval of Engineer.
8. Pre-Final site walk with the Engineer, Contractor, Washoe County, NDOT, and TRPA.
9. Development of project punchlist (by Engineer).
10. Completion of punchlist items.
11. Final site walk with Engineer and Contractor.

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

The Contractor will be responsible for meeting all the requirements of all the regulations and requirements set forth by TRPA, Washoe County, NDOT, and all other permitting and funding agencies. In the event fines are levied by any of these agencies, the Contractor shall be solely responsible for all costs associated with these fines. In the event the project receives a stop work order by any entity, the Contractor will not be granted any additional working days. The working days during which no work is performed will be counted as contract working days, even though the Contractor is unable to work due to the stop work order.

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

110.02 Measurement and Payment

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

SECTION 115 – PROJECT PERMITS

115.01 Description

This project is located within Washoe County, Nevada and the Lake Tahoe Basin, which is regulated by Washoe County, and the Tahoe Regional Planning Agency (TRPA). Additionally, the project is located within Nevada Department of Transportation right of way, Washoe County right of way, and the private property of 699 Hogan Court.

The contractor will be responsible for all permit requirements upon receipt of the permits for the project and no additional compensation shall be allowed for. The project permit(s) will have specific requirements covering work to be performed under this contract. The Contractor shall meet the permit(s) requirements for grading season restrictions, stormwater discharges, Best Management Practices (BMPs), selection of staging and storage areas, dewatering practices, revegetation and restoration requirements, and all other agency approval conditions. The Contractor shall note that the project is located near sensitive lands (TRPA Environmentally Sensitive 1A Land Capability) and thus special care is required during construction.

In addition to TRPA temporary erosion control and BMP requirements, the Contractor shall be responsible for complying with all Washoe County and NDOT requirements and responsibilities as provided in the project permit(s), Contract Documents, Plans, Standard Specifications, and these Special Technical Provisions. **The Contractor is required to procure a site improvement permit from Washoe County prior to initiating any work on the site.**

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

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

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

The **Contractor is responsible for coordinating the pre-grading meeting with TRPA** to allow for review of the project site and determination of the adequacy of temporary erosion control measures and BMPs deployed by the Contractor. The Contractor shall coordinate the meeting so that the Contractor, Engineer, TRPA, NDOT, Washoe County, and NTCDD staff are present. The Contractor shall follow the requests of the reviewing environmental agencies as necessary to bring the construction site temporary erosion control devices and BMPs into compliance with the permit(s) requirements, regulations, and other provisions of these Special Technical Provisions. The Contractor shall maintain all temporary erosion control devices and BMPs until all work is complete and the project site is stabilized per acceptance of the Engineer and all relevant agencies in review of the project site at the "Final Walk Through". The Contractor can remove temporary erosion control devices and BMPs only upon approval by the Engineer and TRPA to do such. Attention is directed to the revegetation requirements found elsewhere in these Special Technical Provisions.

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

- All tools, equipment and vehicles used for project implementation are required to be weed-free.
- All tools, equipment and vehicles will be cleaned of all attached mud, dirt, and plant parts. This will be done at a vehicle washing station or steam cleaning facility (power or high pressure cleaning) before the equipment and vehicles enter the project area, and before vehicles enter the Lake Tahoe Basin (if they originate from outside the Basin).
- All soil, fill, gravel, rock, mulch, seed, organic matter or other imported materials are required to be weed-free. Use onsite soils, gravel, rock, or organic matter when possible.
- Minimize the amount of ground and vegetation disturbance in the construction areas. Reestablish vegetation on all disturbed bare ground to minimize weed establishment and infestation.
- Use weed-free mulches, and seed sources.
- Staging areas for equipment, materials, or crews shall not be sited in weed infested areas.

All trash created during construction must be properly contained (wildlife-proof containers) and removed from the site at the end of each day.

The Contractor shall meet all of the requirements of the project permit(s) as issued by the permitting agencies, and any provisions for rights-of-entries issued by land owners. The Contractor will be

responsible for adhering to all requirements of the permit(s), and no additional compensation will be allowed for. The following project permits may be found as appendices to the Contract Documents:

- Tahoe Regional Planning Agency – Grading Permit
- Nevada Department of Transportation – Encroachment Permit

115.02 Measurement and Payment

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

SECTION 120 – MOBILIZATION & DEMOBILIZATION

120.01 Mobilization

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

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

120.02 Demobilization

Demobilization shall consist of the removal of all materials, equipment, signage, temporary pollution control materials, trash, debris, and all other items imported to or generated on-site as a result of the work completed by the Contractor and his/her operations. Furthermore, demobilization shall include cleaning the existing drainage inlets, sediment caps, pipes, and culverts within the project boundary. Furthermore, demobilization shall include repairing all pavements, walkways, infrastructure, signage, landscape, trails, or other public or private facilities damaged by construction activities to their pre-construction conditions using comparable materials as accepted and directed by the Engineer. All disturbed areas shall be returned, as nearly as possible, to the lines and grades which existed prior to construction except where modified as part of the work so designated on the Plans. Attention is directed to Section 335, "Cleanup," of the Standard Specifications.

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

120.03 Record Drawings

The Contractor shall keep accurate records on a set of project black line prints (22 inches x 34 inches) of all additions and deletions to the work and of all changes in location, elevation, and character of the work not otherwise shown or noted on the Project Plans. NTCDD will furnish up to two (2) sets of full size black line prints for use at no cost to the Contractor.

Record drawings plans shall be provided to the Engineer for acceptance within one (1) calendar month after project completion as defined by the Engineer. Release of retention monies will not occur prior to submittal and acceptance of the final record drawings, which shall be a comprehensive set of Record Drawings detailing all aspects of the Project. Two (2) sets of full sized (22x34) hard copy record drawings shall be provided with changes to the original Contract work shown in red color, including revision clouds. All redline changes and details to be shown on the record drawings shall include, but not be limited to, difference in quantities of the original plans vs. actual installation (as appropriate), modifications to the location and elevations of public utility and storm drainage facilities, any utility relocations, any signage or traffic control devices, and any other modifications, additions or adjustments to any other facilities not shown or as modified on the Project Plans.

Record drawings plans shall be signed and dated by the Contractor or the sub-contractor that actually constructed the facility. In addition, company names of the Contractor and sub-contractors shall be added to the Title Sheet of the record drawings. Should the Contractor not provide this information to the Engineer in the time specified in this section, or to the acceptance of the Engineer (record drawings do not note all changes to the project) the Engineer will not accept the record drawings, retention shall not be released on the project, the record plans will be returned to the Contractor and the Contractor shall resubmit the record drawings to meet the requirements of this section to the acceptance of the Engineer.

120.04 Staging and Storage Areas

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

If the Contractor wishes to make use of additional areas, for staging/storage activities, not identified on the Plans, it will be the Contractor's sole responsibility to secure use of these areas with agreements with the individual property owners; and file a copy of said authorization with the Engineer and obtain Tahoe Regional Planning Agency approval. The Contractor shall further be responsible for establishing all necessary and required temporary erosion control protections and updating the Project SWPPP. The Contractor will be responsible for bearing all costs with securing these areas, and all efforts associated with the approvals, setup, maintenance, decommissioning and restoration, with no additional compensation allowed for. No staging will be allowed in the Washoe County or NDOT right-of-way without prior approval.

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

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

The Contractor shall not proceed with any construction until truck haul routes and temporary haul roads have been identified and accepted to the satisfaction of the Engineer, NTCD, and TRPA. **The Contractor shall submit four (4) copies of a proposed truck haul route plan, along with the proposed project construction schedule and traffic control plan, to the Engineer for review and acceptance at least seven (7) calendar days prior to the scheduled Pre-Construction Meeting.** Any days lost due to the lack of an accepted truck haul plan will be charged against the Contractor's allowable work days. The Contractor's truck haul route plan shall include, but not be limited to, the following:

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

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

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

The restored staging/storage areas, if areas exist as an unpaved condition, shall be treated with the final Revegetation Treatment Type as shown on the Plans (if any areas for Staging/Storage are used and not shown on the Revegetation Plans, the Contractor shall treat the area as directed by the Engineer) and as described in these Special Technical Provisions. For storage and staging areas in paved areas, the areas shall be swept clean and returned to the existing condition, prior to use. The Engineer will inspect the paved areas, and if damage has occurred, whether by fault of the contractor's operations or not, the

contractor will be required to make remedial action, including complete pavement restoration. No additional compensation shall be allowed for any remedial restoration work of paved areas, including complete replacement of the pavement areas.

120.05 Measurement and Payment

“Mobilization and Demobilization”, as described above shall be considered one bid item and paid for on a **LUMP SUM** basis. Record Drawings and Staging and Storage, as described above shall be considered as included with Mobilization and Demobilization and no additional compensation shall be allowed for. Mobilization and Demobilization shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work.

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

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

- When 5% of the total original contract amount is earned from other bid items, 50% of the amount bid for mobilization/demobilization will be paid.
- When 10% of the total original contract amount is earned from other bid items, 100% of the amount bid for mobilization will be paid.

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

SECTION 125 – SUBMITTALS

125.01 General

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

- A. Submittal number and item description
- B. Scheduled date of submittal
- C. Specification section/item number

- D. Supplier and/or manufacturer, plus contact information
- E. Contractor or sub-contractor name and point of contact information

The number of copies to be submitted will be according to the following, unless specified elsewhere:

- Construction Schedule, Traffic Control Plan, and Truck Haul Routes – 4 copies
- Submittals & Shop Drawings – 4 copies
- Certifications – 3 copies (conforming certifications will not be returned)

125.02 Submittals Required

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

- Construction schedule
- Qualifications of the materials testing firm or personnel to be used
- Traffic Control Plan, and Truck Haul Routes
- Equipment list for all equipment to be used, including the following minimum information:
 - Manufacturer and Model
 - Ground pressure rating (in psi)
 - Certification for washing/steam cleaning, including date
- Filter fence, sediment coir logs, and other BMP materials
- Construction limit fence
- Engineered fabrics
- Aggregates used in the work
- Aggregate base (AB), imported fill, engineered fill, imported topsoil, and bedding materials
- Material testing reports and other data necessary to provide the Engineer with established laboratory values for optimum moisture and maximum dry density, for use of any native soils, imported soils and aggregates requiring density testing
- Storm drain pipe, valves, and fittings
- Shop drawings and installation specifications for structures, including the outlet structure, cutoff walls, and manholes
- Concrete mix design(s), admixtures, and curing agents
- Testing and QA/QC certifications for any precast concrete structures
- Asphalt mix design and other bituminous materials used in the work
- Utility boxes, manholes, grates, and other miscellaneous iron/steel products used in the work
- Loose aggregate samples as specified in Section 200 "Gravel, Cobble, Rock, Boulder & Other Aggregates"
- Revegetation items as specified in Section 260 "Revegetation"
- Record Drawings

125.03 Measurement and Payment

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

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

SECTION 130 – TRAFFIC CONTROL

130.01 Traffic Control Plan

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to complete and maintain all traffic control provisions in accordance with the Plans, Contract Documents, Standard Specifications and these Special Technical Provisions, and as directed by the Engineer during the life of the Contract. All traffic control devices and plans shall conform to the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall submit an electronic copy of a proposed traffic control plan, along with the proposed project construction schedule and truck haul route plan, to the Engineer for review and comments at least five (5) calendar days prior to the scheduled Pre-Construction Meeting.

- The Contractor's traffic control plans shall include, but not be limited to, the following:
- Designated construction site Traffic Control Supervisor (TCS) name and contact information
- Proposed construction zone and existing speed limits
- All construction signing
- Location of flaggers
- Types and location of traffic control devices
- Construction phasing (including phasing of intersection construction and detours, if any)
- Lane crossovers between construction phases
- Special events scheduling
- Detours
- 8 5"x 11" individual access plans for multi-access properties
- Accommodations for pedestrians and bicycles
- Intersection Control Strategy

The Engineer and NDOT personnel will provide written comments and/or corrections to the Traffic Control Plans. If necessary, the Contractor and Engineer will meet to consider the comments and/or corrections to the plan prior to the preconstruction conference to resolve any issue relative to the traffic control plans. Upon resolution of all issues or acceptance of the traffic control plans as submitted, the Engineer shall accept the plans in writing.

Acceptance by the Engineer of the submitted traffic control plans shall in no way relieve the Contractor of the responsibility for safety requirements. Acceptance of the traffic control plans by the Engineer indicates that the plans generally appear to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plans and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

Immediately after set up of new or modified traffic control plans, the Contractor shall have the TCS inspect the controls installed in the field to determine if all required controls have been installed and are operating as intended. The TCS shall submit to the Engineer a written inspection report on the traffic

controls conformance with the accepted traffic control plans and contract requirements. If the TCS determines that the traffic controls are not in conformance with the accepted traffic control plans, contract requirements, or determines that the traffic controls are not functioning as intended, the report shall address such deficiencies and make recommendations for changes.

If at any time it is determined that traffic controls have been modified or are not functioning as intended, the Engineer's representative may request Washoe County to evaluate the traffic controls installed by the Contractor. Additionally, if during construction, revisions to the accepted plans are necessary for safety or accommodation to traffic, the Engineer may require such revisions.

Any request by the Contractor to change the traffic control plans shall be submitted in writing at least five (5) working days prior to implementation. Such requests must be accepted in writing by the Engineer prior to implementation. Traffic control plans shall be maintained and must be current with the applicable phase of the work.

130.02 Traffic Control Notification

Upon acceptance of the traffic control plans, and at least 2 working days prior to beginning construction, the Contractor shall notify and submit a copy of the accepted traffic control plans to the Engineer, refuse collection agencies, and appropriate police and fire departments, REMSA, and any other emergency service as directed by the Engineer. **Any closure of the Washoe County right-of-way requires an encroachment permit from Washoe County and the contractor is responsible for obtaining this permit.**

130.03 Traffic Control General Requirements

The Contractor shall designate a construction site TCS who shall be responsible for initializing, installing and maintaining all traffic control devices as shown on the traffic control plans, as specified in the MUTCD, applicable Project Plan sheets, and these Special Technical Provisions. The construction TCS shall be under the direct supervision of the construction site Superintendent. The construction TCS shall be available to be contacted by the Engineer's representative 24 hours a day, 7 days a week for the life of this contract and shall be available to be present on the work site within sixty (60) minutes after notification by the Engineer's representative.

The Contractor shall submit the designated construction TCS's name, ATSSA certification number, and qualifications for the Engineer's acceptance at the preconstruction conference. The construction TCS shall:

- Understand the contract requirements
- Understand the MUTCD requirements
- During a workday, make at least 2 inspections of the condition and position of all traffic control devices in use each day
- Correct all traffic control deficiencies
- Report all corrective actions to maintain and protect traffic through the project
- Review work areas, equipment operation and storage, and material and handling and storage relative to traffic safety
- Furnish weekly written certification to the Engineer that inspections and reviews were conducted and that traffic control devices met or exceeded the contract requirements. Weekly certification shall include daily records of traffic control activities and reviews.

The Contractor shall not proceed with any construction until traffic control plans and the construction TCS have been accepted and the proper traffic control has been provided to the satisfaction of the Engineer. Any days lost due to improper traffic control or lack of a designated construction TCS, will be charged against the Contractor's allowable working days.

The construction of the storm drain pipe follows the center of the driveway for 699 Hogan Court, as a result temporary closure of the driveway is expected to during construction hours. The Contractor shall notify all residents five (5) working days prior to any temporary closures and provide a secondary notification 24 hours prior to any temporary closures. Access shall be restored at the end of each working day. The Contractor must be capable of restoring access to 699 Hogan Court immediately for emergency ingress and egress.

The Contractor shall maintain public traffic throughout the project in accordance with the accepted traffic control plan and perform work in a manner that assures the safety and convinces of the public and protect the people and property adjacent to the project site. During the course of construction, the Contractor shall be prepared to provide access through the construction zone for police, fire or emergency vehicles as necessary to reach their destination without delay.

Unless otherwise accepted by the Engineer, the Contractor shall maintain two-way traffic on all roads in and around the project area at all times for the duration of the project. The Contractor shall make special considerations for local access to and from properties adjacent to the construction zone. All efforts shall be made to minimize the inconveniences to the local residents and business owners. All driveways shall be opened and accessible at the end of a shift.

Traffic control devices shall be removed as soon as they no longer apply to the current construction activities, including daily operations.

130.04 Existing Signs

If existing traffic control device regulatory signage (i.e. stop, yield, speed limit, etc.) is removed or damaged due to the Contractor's operations, the Contractor shall notify the appropriate jurisdiction maintenance department and immediately install temporary signs of the same designation as close as possible to the original location.

All existing traffic control devices removed to facilitate construction of the project improvements, shall be salvaged and replaced to its original condition as part of the work. Any materials that are damaged or lost shall be replaced in like kind. All traffic control devices require acceptance of the Engineer.

130.05 Measurement and Payment

"Traffic Control" shall be measured on a **LUMP SUM** basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work.

The contract price paid for "Traffic Control" shall include full compensation for preparation and submittal of a traffic control plan, and for furnishing all labor, materials, tools, equipment, and incidentals to perform all the work involved in provisions of this section, including but not limited to temporary construction signs and traffic control devices, flagging, flasher units, barricades, lights, electrical power, resetting of traffic signs and delineators, and all incidentals and materials necessary to provide these items for the duration of construction.

The schedule for payment for "Traffic Control" shall be in direct proportion to the percentage of work completed; i.e. if 20% of the project is completed, the Contractor may request payment for 20% of the lump sum total of the bid item for traffic control. Measurement of the percentage of work completed per each phase shall be based on the percentage of work billed by the Contractor based on the total dollar amount of the contract bid price. Increases in the total contract price for any reason do not justify an increase in the lump sum price paid for any of the traffic control bid items. The Engineer reserves the right to adjust the partial payment amounts of these said bid items based on any adjustments made to other pay items on the payment request by the Engineer.

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

SECTION 135 – CONSTRUCTION STAKING

135.01 Description

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

NTCD shall furnish one set of stakes and/or marks to establish lines and grades required for the completion of the work as shown on the Plans and as specified in the Standard Specifications and these Special Technical Provisions. The Contractor is responsible for notifying the Engineer at least seven (7) days in advance of when staking is needed. The Contractor will be responsible for any and all additional construction staking necessary for the full and complete construction of the Project. The Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Contractor's construction staking will be verified by the Engineer, at the Engineer's discretion.

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

- Control points
- Stormwater infrastructure locations and offsets
- Begin and end pipe invert elevations and locations
- Pipe bend elevations and locations
- Invert elevations and locations at pipe grade changes

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

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

The Contractor's surveyor will be provided with the northing, easting, and elevation of the control points existing in the field as shown on the Project Plans. Additionally, the Contractor's surveyor will be

provided with an electronic copy (ASCI Format) of the control points depicted on the Project Plans to develop the construction staking as stated in these Special Technical Provisions.

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

135.02 Measurement and Payment

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

SECTION 140 – TEMPORARY EROSION CONTROL

140.01 General

This work shall consist of temporary erosion control measures, devices, and BMPs that may be shown on the Project Plans, and as specified in the Contract Documents, Project Permit(s), Standard Specifications, these Special Technical Provisions, or as directed by the Engineer during the life of the contract. Temporary erosion control measures will also be required at staging/storage areas utilized during project construction. Said work is intended to provide prevention, control, and abatement of water and air pollution within the limits of the project and to minimize damage to the work, adjacent properties and Lake Tahoe, streams, or other bodies of water.

Installation and maintenance of temporary erosion control measures, devices and BMPs shall conform to the requirements as stated within this section and the Nevada Contractors Field Guide for Construction Site BMPs (hard copies are available for purchase from the Truckee Meadows Watershed Committee 775-334-3314, or a free electronic copy "pdf" is available for download from tmstormwater.com

Temporary Soil Stabilization

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

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

140.02 Gravel Construction Entrance/Exit

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

Work under this item shall consist of clearing and grubbing, excavation, furnishing and placing reinforcement mat, furnishing and placing rock at each entrance/exit access road, maintenance (i.e. removal of large quantities of captured sediment, and/or placement of additional rock during course of construction), removal, disposal of excess materials, and restoration of disturbed area.

Fabric to be used for the reinforcement mat shall be manufactured from polyester, nylon, or polypropylene material, or any combination thereof. Fabric shall be manufactured from virgin, or recycled or a combination of virgin and recycled, polymer materials. No virgin or recycled materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The fabric shall be a non-woven, needle-punched fabric. The fabric shall be permeable, not act as a wicking agent, and shall conform to the following:

Test	Test Method	Requirement
Weight, grams per square meter	D 3776	135 min.
Grab Tensile Strength, Newton, (25 millimeter grip, in each direction)	D 4623	0.40 min.
Elongation at Break, percent	D 4632	30 min.
Toughness, kilonewtons (percent elongation x grab tensile strength)		26 min.
Permittivity, 1/sec.	D 4491	0.5 min.
Ultraviolet Resistance, percent strength retention	D 4355	70 min.

Rocks shall be angular to sub-angular in shape and shall conform to the material quality requirements in Section 200.07, Riprap, of the Standard Specifications for resistance to wear, absorption, apparent specific gravity, and durability. Rocks used for the gravel construction entrance/exit shall conform to the following sizes:

Square Screen Size	Percent Passing
6 inches	100
3 inches	0-20

Each gravel construction entrance/exit shall be of adequate size to prevent the tracking of sediment and materials onto any paved public right-of-way. At a minimum the size of each gravel construction entrance/exit shall be as shown on the Project Plans.

While the gravel construction entrance/exit is in use, pavement shall be cleaned and sediment removed at least once a day and as often as necessary when directed by the Engineer. Soil and sediment or other extraneous material tracked onto existing pavement shall not be allowed to enter any existing or proposed drainage facilities.

In the event the Contractor’s operations are causing excessive tracking of materials the Engineer may direct the Contractor to replace the gravel construction entrance/exit, expand the size (area – length

and/or width) of the gravel construction entrance/exit, and/or expand the depth of the gravel construction entrance/exit. In the event this is required, the Contractor will not be entitled to any additional payment.

When no longer required as shown on the Project Plans or as determined by the Engineer, each gravel construction entrance/exit shall become the property of the Contractor and be removed and disposed of in conformance with the Contract Documents, Standard Specifications, Project SWPPP, and these Special Technical Provisions. Under no circumstance shall any of the materials used for gravel construction entrance/exit be re-used on the project. All areas disturbed by the placement and use of each gravel construction entrance/exit shall be graded and restored to its pre-existing condition, including any provisions for revegetation found elsewhere in these Special Technical Provisions.

Gravel construction entrance/exit is considered a temporary erosion control measure or BMP. A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

140.03 Construction Limit Fence. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this BMP as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

The Contractor shall perform all construction activities that are outside the road right-of-way within the construction limits (and/or grading limits) as shown on the Project Plans and staked by the Contractor's surveyor, and as delineated with construction limit fence installed by the Contractor. Where directed by the Engineer and/or shown on the plans, construction limit fence shall be placed around individual trees or groups of trees that are to remain, in accordance with the Tree Protection and Construction Limit Fence depicted on the project plans.

The area within which the Contractor will be allowed to conduct his/her construction operations will be the area within the limits of the construction limit fencing and/or grading limits as shown on the Project Plans. Where located within the immediate vicinity of any trees (or dripline), the width of the work area will be reduced in order to protect the trees. The Contractor shall review each such location to determine what equipment can be used to install the improvements at these locations or if hand work will be necessary. The costs associated with working within these reduced widths shall be included in the unit price bid for the applicable item of work with no additional compensation therefore.

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

A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer’s request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

140.04 Filter Fence. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

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

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

- Filter fence fabric shall be handled and placed in accordance with the manufacturer's recommendations. The fabric shall be aligned and placed in a wrinkle-free manner.
- When joints are necessary, filter fence fabric shall be spliced together only at a support post, with a minimum twelve (12) inches overlap and securely sealed or stitched. See manufacturer's recommendations. Should the filter fence fabric be damaged, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement.
- Posts shall be spaced a maximum of ten (10) feet apart at the barrier location or as recommended by the manufacturer if less than ten (10) feet and driven securely into the ground (minimum of 1 foot). The posts and fence shall be angled ten (10) degrees off vertical up-slope for stability.
- A trench shall be excavated approximately four (4) inches wide and six (6) inches deep along the line of posts and upslope from the barrier in accordance with manufacturer's recommendations.
- A wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire mesh shall extend into the trench a minimum of two (2) inches and shall not extend more than three (3) feet above the original ground surface.
- The filter fence fabric shall be installed on the upslope side of the wire mesh fence and shall be stapled, wired, or tied to the wire fence and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than three (3) feet above the original ground surface.
- Filter fence fabric shall not be stapled to existing trees.
- The trench shall be backfilled and the soil compacted over the filter fence fabric.
- For installations on slopes less than 20%, slope lengths of 200 feet or less and around drainage inlets, the Contractor has the option to use fiber rolls in lieu of filter fence.

- Should the filter fence fabric decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

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

Sediment log (fiber roll) shall not be used in place of filter fence without prior acceptance and written consent of the Engineer. Filter fencing is considered a temporary erosion control measure or BMP. A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

140.05 Sediment Log (Coir Log). Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices. **The Contractor shall submit a material specification for the sediment log, for acceptance of the Engineer, prior to placement in the work.**

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

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

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

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

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

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

Sediment logs are considered a temporary erosion control measure or BMP. A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer’s request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

140.06 Drainage Inlet Protection. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices.

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

Gravel bags shall remain in place, where directed by the Engineer, as necessary to conform to the Project Permit(s). All gravel bags shall be routinely inspected and maintained at all times and on a continual basis for the duration of the Project. Repair and or replacement of any damaged gravel bag, upon discovery or as directed by the Engineer, shall be considered as included in the prices paid for the

applicable bid item of work, and no additional compensation will be allowed. At the conclusion of the project or where accepted to occur at an earlier date as directed by the Engineer, and TRPA, all gravel bags shall become the property of the Contractor and be completely removed from the project site and disposed of in conformance with the Contract Documents, Standard Specifications, and these Special Technical Provisions.

Drainage inlet protection considered a temporary erosion control measure or BMP. A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

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

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

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

Materials

- A. Plastic Liner
Plastic liner shall be single ply, new polyethylene sheeting, a minimum of ½ inch thick, and shall be free of holes, punctures, tears, or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.
- B. Permeable Material
Permeable material shall be as specified in Section 200.03.05, "Class D Backfill" of the Standard Specifications.
- C. Sediment Log
Sediment Log shall be as specified in Section 140 of these Special Technical Provisions.
- D. Gravel Bags
Gravel bags shall as specified in Section 140 of these Special Technical Provisions.
- E. Stakes
Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine; shall be cut from sound timber; and shall be straight and free from loose or unsound knots and other defects which would render them unfit for the purpose intended. Wood stakes shall be minimum one (1) inch x two (2) inches in size. Metal stakes may be used as an alternative and shall be a minimum 1/2 inch in diameter. Stakes shall be a minimum four (4) feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red

plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's acceptance prior to installation.

Installation

The temporary concrete washout facility shall be installed as follows:

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

Maintenance

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

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

140.08 Watering/Dust Control

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

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

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

If the Contractor desires to use water from fire hydrant(s) during construction, permission for the use of hydrant(s) shall be obtained from the proper agency (Incline Village General Improvement District, IVGID

The Contractor shall use said hydrant(s) in accordance with any rules, regulations, and procedures as established by the agency.

140.09 Sweeping

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

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

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

Sweeping is considered a temporary erosion control measure or BMP. A fine of \$100 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for.

140.10 Maintenance

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

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

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

140.11 Measurement and Payment.

“Temporary Erosion, Water Pollution, Dust Controls & BMPs” including filter fence, drainage inlet protection, sediment logs, gravel construction entrances, dust control, concrete washout, and sweeping shall be measured as a **LUMP SUM** bid price for Temporary Erosion, Water Pollution, Dust Controls & BMPs. Payment for Temporary BMPs shall be made at the contract lump sum bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the work as specified and making any required modifications due to field conditions.

“Construction Limit Fence” shall be measured on a per **LUMP SUM** basis along the top of the fence line, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The **LUMP SUM** price for Construction Limit Fence shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the construction limit fence, including but not limited to, installing stakes and fence, maintenance, and off-haul and disposal of excess materials, for a complete job in place to the lines and dimensions as shown on the Project Plans, and specified in the Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation will be allowed.

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

“Sediment Log (Coir Log), As Directed” shall be in addition to those required by BMPs and only be installed at the direction of the Engineer and shall be measured on a **per linear foot** basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The linear foot price for **“Sediment Log (Coir Log), As Directed”** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the fiber rolls, including but not limited to, communication with the Engineer, excavation of trench, installing stakes and rolls, maintenance, and off-haul and disposal of excess materials, for a complete job in place to the lines and dimensions as shown on the Project Plans, and specified in the Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation will be allowed.

SECTION 145 – DEWATERING AND/OR DIVERSION

145.01 General

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

145.02 Dewatering and/or Diversion for Conveyance Construction

Dewatering and/or diversion operations as necessary for, including but not limited to, the construction of the proposed conveyance pipe and manholes shall be as shown on the accepted Contractor's Dewatering and Diversion Plan, and in conformance with the Project Plans, and these Special Technical Provisions. Discharge of all captured and/or diverted waters shall be in conformance with the project permit regulations.

The excavation and general work area shall be sufficiently dry to allow for the proper construction and inspection of the conveyance and manholes as shown on the Project Plans and described in these Special Technical Provisions. The location and depth of sumps and/or well points for pumping of ground water or surface water is at the discretion of the Contractor, but shall be reviewed and accepted by the Engineer prior to initiating the work involved. The dewatering operations shall also be sufficient to produce a stable sub-grade within the excavation or general work area as necessary for access of equipment and personnel to complete the work.

In the event there is a storm event which increases the flow to the site, the Contractor shall make provisions for and have equipment (i.e. pumps, piping, gravel bags, plastic sheeting, temporary dams, etc.) on standby; to provide adequate protection of the work area, avoid flooding and inundation of the excavation, prevent erosion and discharge of sediment or other pollutants, and divert the increase in flows to stabilized downstream areas, away from any active work site(s).

145.04 Dirt Bag Device

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and TRPA Best Management Practices. **The Contractor shall submit a material specification for the 'Dirtbag' device, for acceptance of the Engineer, prior to placement in the work.**

Use of any 'Dirtbag' or other similar sediment control filter bag device used in coordination with pumping of sediment laden waters for discharge shall be as shown on the Project Plans and details and conform to the provisions of the Project Permits and SWPPP. The 'Dirtbag' shall be a commercially manufactured nonwoven geotextile fabric bag (polypropylene or equivalent) intended for such use, with a minimum grab tensile strength of 200 psi in any principal direction (ASTM D4632), and permittivity of 0.05 sec (ASTM D4491). For project area soils (source of sediment in waters) with more than 15% by weight passing a No. 200 sieve the fabric shall have an apparent opening size between 50 and 140, and for project area soils (source of sediment in waters) with less than 15% by weight passing a No. 200 sieve the fabric shall have an apparent opening size between 20 and 50. The geotextile fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide an expected usable life comparable to

the anticipated construction period; ultraviolet stability shall exceed 70% after 500 hours of exposure (ASTM D4355). The 'Dirtbag' device shall have a fill spout large enough to accommodate a pump four (4) inch discharge hose and attachment straps to secure the hose in place. The 'Dirtbag' device shall be sized to accommodate the applicable flow rates and prohibit release of the target effluent. Location of any 'Dirtbag' device requires acceptance of the Engineer, equipment access for removal and off-site disposal, and the area shall be stable to prevent erosion. Placement of drain rock, fabric, or other suitable substance to create a stable discharge site is the responsibility of the Contractor. Any 'Dirtbag' device shall be fitted with straps strong enough for lifting and the device removed from the Project site and properly disposed of; **cutting open the device and leaving the captured sediment/fines in place is prohibited**. Removal and off-site disposal may be facilitated by placing the 'Dirtbag' device on pallets, crates, trailer, or some other small mobile device to dismiss the need for lifting the 'Dirtbag' device by straps.

145.03 Measurement and Payment

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

SECTION 150 – CLEARING AND GRUBBING AND TREE REMOVAL

150.01 Description

This section covers the construction methods involved in all clearing and grubbing, and tree removal operations as shown on the Project Plans, as required to construct all improvements, described in the Standard Specifications, these Special Technical Provisions or as directed by the Engineer. Work under this item shall consist of furnishing all labor, tools, equipment, and materials as necessary to perform operations, including but not limited to, clearing and grubbing, topsoil salvage, tree removal, stump removal, and disposal of waste and other miscellaneous debris in accordance with the Project Plans, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer.

150.02 Clearing and Grubbing

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

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

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

150.03 Work Outside of Stated Limits

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

150.04 Existing Signs

Existing signs, snow markers and the like within the construction limits, which interfere with the work, shall be removed, salvaged and reinstalled as directed by the Engineer. If existing traffic control regulatory signs are removed (i.e. stop, yield signs, etc.) the Contractor shall install temporary signs of the same designation as close as possible to the original position immediately. Existing mailboxes within the construction limits, which interfere with the work, shall be removed, salvaged and reinstalled as close to the original position as possible after construction in the area is completed. Mail service shall not be interrupted at any time due to construction activities. Any materials that are damaged or lost shall be replaced in like kind of equal or better quality.

150.05 Protection of Plants

Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at his/her expense. Trees shall be removed in such a manner as not to injure standing trees, plants, and improvements which are to be preserved. The Contractor shall remove tree branches under the direction of the Engineer and Revegetation Specialist, in such a manner that the tree will present a balanced appearance.

Scars resulting from the removal of branches shall be treated with a heavy coat of a tree sealant accepted by the Engineer and Revegetation Specialist. Construction limit fence shall be installed around all trees to be protected near excavation limits at the dripline of the tree as shown on the Project Plans. If large roots of protected trees are encountered during excavation activities, work shall cease in this area and the Engineer shall be notified. Work shall commence as directed by the Engineer, Revegetation Specialist, and TRPA.

150.06 Removal and Disposal of Materials

All materials scheduled or specified for removal and disposal shall be removed and hauled from the site at the Contractor's expense, unless otherwise specified, and disposed of outside of the Lake Tahoe Basin

in accordance with TRPA ordinances and NAC 444.8565. The construction area shall be left with a neat and finished appearance.

150.07 Measurement and Payment

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

SECTION 155 – REMOVAL OF EXISTING IMPROVEMENTS

155.01 General. Work under this section shall conform to the project permits, Plans, Contract Documents, Standard Specifications, these Special Technical Provisions, and TRPA Best Management Practices. The Contractor’s attention is directed to Section 300, “Site Preparation”, of the Standard Specifications.

Work under this section shall consist of the removal and disposal of existing improvements and facilities, which interfere with construction or as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Any materials removed, including excavated earthen material, in conformance with this section shall become the property of the Contractor and shall be removed and disposed of by the Contractor in accordance with all federal, state, and local ordinances and permit conditions. All materials scheduled or specified for removal shall be removed from the project area and disposed of outside of the Lake Tahoe basin in accordance with TRPA ordinances and NAC 444.8565.

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

155.02 Remove Asphalt/Concrete Pavements and Structures

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 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.

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

155.03 Remove Storm Drainage Structures

Work under this section shall include the complete removal and disposal of storm drain pipe, manholes, stand pipes, and associated appurtenances. All existing storm drain structures and pipes indicated on the plans to be removed are to be replaced with proposed structures and pipes. The resulting waste materials and debris shall become the property of the Contractor and disposed of by the Contractor in conformance with the Standard Specifications, Project Permits, and these Special Technical Provisions. Under no circumstances shall any segment of storm drainage pipe designated for removal be abandoned in place, unless otherwise noted on the plans and/or acceptance of the Engineer.

155.04 Backfill and Compaction

All disturbed areas where pipe, structures, surface pavements, and other miscellaneous improvements are removed, shall be restored in like kind to match the pre-existing lines and grades and surrounding adjacent area, unless otherwise noted on the Plans, or as directed by the Engineer. The Contractor is required to backfill and compact excavated trenches to sub-grade using accepted native material and/or local borrow or imported borrow as determined by the Engineer if import is required; replace the sidewalk, landscaping, and other surface improvements as applicable; and/or replace the topsoil and pre-existing landscape features or revegetate the disturbed area. **Any native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.**

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

Fill to be placed beneath concrete slabs and all other components subject to structural loading shall conform to the requirements of Section 200.01.09 "Structural Fill" of the Standard Specifications. If a

new structure is specified to replace the old structure, unsuitable materials shall be removed as directed by the Engineer. Unless otherwise specified, remaining material and fill material shall be compacted to ninety percent (90%) in ditch and slope areas, and brought up to the bottom grade of aggregate structural section of the new structure, unless otherwise specified on the Project Plans (compaction requirements on the Project Plans shall govern).

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

155.05 Measurement and Payment

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

“Existing SDMH Removal and Disposal” shall be measured on a **PER EACH** basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The per each price for **Existing SDMH Removal and Disposal** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the removal and disposal of storm drain pipe connections and manholes, as shown on the project Plans and as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation shall be allowed for. All existing manholes to be removed and disposed are to be replaced with proposed manholes as shown on the plans. All excavation, sawcutting, existing improvement removal, and disposal shall not be double counted in bid items associated with the construction of bid items 9 & 10. Asphalt sawcutting, asphalt removal, and excavation to make room for proposed improvements are included in the bid items for proposed storm drain structures. Work under this bid item also includes the removal and disposal of all the resulting materials from the Tahoe Basin.

“Existing Storm Drain Pipe Removal (16-Inch PVC)” shall be measured on a per **LINEAR FOOT** basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The per linear foot price for **Existing Storm Drain Pipe Removal (16-Inch PVC)** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the removal and disposal of the storm drain pipe, as shown on the project Plans and as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation shall be allowed for. All existing storm drain pipe to be removed and disposed are to be replaced with proposed storm drain pipe as shown on the plans. All excavation, sawcutting, existing improvement removal, and disposal shall not be double counted in bid items 11 and 12. All existing storm drain pipe is shallower or at the same depth as proposed storm drain pipe and along the same alignment. Work under this bid item includes the removal and disposal of all the resulting materials from the Tahoe Basin.

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

SECTION 160 – EXISTING UTILITIES AND UNDERGROUND FACILITIES

160.01 General

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

160.02 Potholing of Existing Utilities

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

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

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

If any existing utilities are found to be in conflict with the proposed location of the improvements shown on the Plans the Contractor shall contact the Engineer. The Engineer will either provide the Contractor with new grades/elevations to eliminate such conflicts or shall contact the utility agency to arrange for relocation of the conflicting utility. The Contractor shall coordinate all necessary activities with the utility agency in order to complete or facilitate the subject relocation(s). Such work shall be considered change order work.

160.03 Protect In Place Existing Facilities and Utilities

All utilities that are not to be relocated or removed shall be protected in place from injury or damage. Any damage to underground facilities shall be immediately repaired by the Contractor at his/her own expense, except for damage to utilities, in which case the Contractor shall immediately notify the proper utility purveyor. Unless cleared by the utility purveyor, the Contractor shall be responsible for reimbursing said utility for any and all work required to repair or replace damaged facilities.

160.04 Measurement and Payment

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

SECTION 165 – AC PAVEMENT

165.01 Description

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete construction of an asphalt concrete structural pavement. Paving may also be necessary to repair any damages to the staging areas. This work shall include excavation, subgrade preparation, and aggregate base course as shown on the Project Plans and in accordance with the Contract Documents, Standard Specifications, Special Technical Provisions, Project Permits, or as directed by the Engineer.

Aggregate base shall be produced from commercial quality aggregates and be Type 2, Class B conforming to Section 200 of the Standard Specifications. Existing asphalt concrete (AC) pavement may be crushed or pulverized and mixed with virgin aggregate or used solely as aggregate base, provided the resulting processed material complies with the requirements of the Standard Specifications where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete base. The Contractor is responsible to perform and furnish all material testing as necessary to ensure compliance with the provisions in the Standard Specifications and these Special Technical Provisions.

The construction including placement, spreading, and compaction of one or more courses of aggregate base on a prepared sub-grade shall be in accordance with Section 200, "Aggregate for Base Courses" of the Standard Specifications.

Asphalt concrete shall be Type 3 (4% Marshal Voids) and shall conform to the provisions of the applicable sections of the Standard Specifications and these Special Technical Provisions. Asphalt concrete shall be placed to the lines, dimensions, and grades shown on the Plans or as directed by the Engineer. Asphalt concrete shall be produced from commercial quality asphalt and aggregates at a central mixing plant and conform to the following requirements:

- A. Asphalt binder (cement) shall be performance graded PG 64-28 NV conforming to section 201 "Bituminous Materials", of the Standard Specifications.
- B. Aggregate shall be Type 3 conforming to Section 200 – "Aggregates", of the Standard Specifications.
- C. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work.

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

A tack coat of liquid asphalt shall be applied in accordance with the provisions in Section 318, "Prime and Tack Coat" of the Standard Specifications, to all contact surfaces of existing pavement, curbing, manholes, and other surfaces as designated by the Engineer prior to any asphalt concrete pavement being placed against them.

165.02 Measurement and Payment

"HMA Trench T-Patch" pavement shall be measured on a **PER SQUARE FOOT** basis. Full compensation for furnishing all labor, material, equipment, and incidentals necessary to construct the HMA Trench T-Patch, including, but not limited to, hot mix asphalt, aggregate base, grading, placement, tack coat, compacting aggregate base, compacting and/or rolling HMA, and incidentals is included the unit price bid for HMA Trench T-Patch and no additional compensation will be allowed.

SECTION 170 – EARTHWORK

170.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for all excavation, grading, trenching, bedding, and backfilling for all the contract work items involved or delineated as trench work as shown on the Project Plans, and as described in the Standard Specifications and these Special Technical Provisions. All excavations shall be made true to the lines and grades as shown on the Project Plans, staked by the Contractor, and verified by the Engineer, and shall be so constructed as to avoid removing or loosening any material outside the required slopes and grading limits. Attention is directed to Section 305, "Pipe Systems", of the Standard Specifications.

All excavation, bedding, fill, structural backfill, materials, and compaction associated with the work shall be in accordance with the Project Plans, Contract Documents, Project Permit(s), Standard Specifications, these Special Technical Provisions, and as directed by the Engineer.

Trench excavations shall include the removal and disposal of all water and unsuitable materials of any nature which interfere with completion of the construction work. Removal of ground water to a level below the pipe or structure subgrade shall be accomplished as necessary. Attention is directed to Section 145, "Dewatering and/or Diversion" of these Special Technical Provisions.

The Contractor shall follow the applicable rules, orders and regulations of the United States Department of Labor Occupational Safety and Health Administration (OSHA - 29 CFR, Part 1926, Subpart P, Excavations) for sloping the sides of excavations, using shoring and bracing, and for using other safety features. When sides of excavations are sloped for safety considerations the Contractor shall provide, for informational purposes, one copy of the design that demonstrates conformity with OSHA regulations to the Engineer. Where support systems, shield systems, or other protective systems are to be used, the Contractor shall submit to the Engineer, design calculations along with detailed drawings that demonstrate conformity with OSHA regulations. Such drawings shall be stamped with a seal and signed by an Engineer who is registered as a Civil Engineer in the State of Nevada.

The Contractor is advised of the possibility of encountering large boulders, rock, and other similar materials while excavating. There shall be no additional compensation or payment made to the Contractor for encountering or excavating such materials.

170.02 Miscellaneous and Temporary Grading and Excavation

Work under this item shall consist of providing all labor, tools, materials, and equipment necessary to perform minor excavation, temporary excavation and finish grading as shown on the plans or as directed by the Engineer. Miscellaneous grading as shown on the plans is for backfilling and blending the existing slope around the proposed junction structure, filling in and blending the localized low area at the existing storm drain outlets, and filling and blending the existing swale as shown on the plans. Miscellaneous and temporary excavation and grading includes excavation, removal of rock, grading, fill, compaction, and disposal of excess materials as necessary to construct the project improvements, maintain prevailing grades, and create drainage swales to ensure correct flow paths and positive drainage is maintained within the finished project site. The contractor should take note that riprap up to 12" is present in the areas indicated for minor grading as shown on the plans. In addition, miscellaneous grading and excavation shall include finish/contour grading within the project area to create natural shapes that transition smoothly to adjacent features, grades and slopes and generally provide for a natural appearance, in accordance with the Project Plans, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer.

170.03 Local Borrow (Native Fill)

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

All fill materials used in the work shall be in conformance with the Standard Specifications, these Special Technical Specifications, and at a minimum shall not exceed optimum moisture content and be free of stones or lumps exceeding 3 inches in greatest dimension, organic matter, or other unsatisfactory material that may restrict compaction requirements. **Any native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.** Any screening operations and processing of soils as required for conformance with this section shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed. Stockpiling of soils and screening operations should occur at a staging area with appropriate BMPs installed.

Local borrow (topsoil and underlying native earthen soils) generated on-site in excavation within the project limits may be placed in the fill only in locations as specified on the Project Plans and described in these Special Technical Provisions. Topsoil excavated and properly salvaged within the grading limits may be considered as a select material or local borrow only for the purpose of placement in areas to be planted or revegetated as specified elsewhere in these Special Technical Provisions, or as directed by the Engineer.

The Contractor shall perform and/or submit all material testing reports and other data as necessary to provide the Engineer with established laboratory values for optimum moisture and maximum dry density, for any local borrow native fill requiring density testing. The Contractor is hereby advised that some of the on-site soils may be saturated and will require drying prior to placement in order to achieve the specified degree of compaction.

170.04 Import

Importing of earthwork fill material, if necessary or required to meet the grades and elevations shown on the plans, shall be considered included in the Contractor's bid for the various items of work involved and no additional compensation will be made, therefore. The Contractor shall notify the Engineer of the

borrow site location at least 72 hours in advance and provide an adequate sample size (~ 0.5 cubic foot) so the Engineer can verify the suitability of the material. All imported materials shall be proposed by the Contractor in writing in accordance with the submittal requirements of these Special Provisions and the Standard Specifications. The Contractor shall perform and/or submit all material testing reports and other data as necessary to provide the Engineer with established laboratory values for optimum moisture and maximum dry density, for any imported material requiring density testing. Furthermore all imported materials must come from certified weed free sources.

170.05 Unsuitable Soils, Surplus Earthen Material, and Stockpiles

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

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

170.06 Measurement and Payment

"Miscellaneous Earthwork" shall be measured on a **per BANK CUBIC YARD** basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The contractor shall bid based on the cut, fill, and net 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 per cubic yard. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the per cubic yard price.

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

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

SECTION 175 – ROCK AND AGGREGATE BASE COURSES

175.01 General. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and place gravel, cobble, rock, sand aggregate, and other aggregates in the work, including but not limited to, storm drain outlet protection, aggregate base courses, bituminous courses, bedding and backfill, mortar and grout, Portland cement, and general rip-rap as indicated on the Project Plans, described in these Special Technical Provisions, and directed by the Engineer, in conformance with the Contract Documents, Project Permits, Standard Specifications, and these Special Technical Provisions.

All aggregates used in the work for aggregate base courses, bituminous courses, bedding and backfill, mortar and grout, Portland cement, and general rip-rap shall be in strict conformance with the Standard Specifications, and other applicable provisions found elsewhere in these Special Technical Provisions.

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

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

All aggregate materials generated on-site and meeting the quality requirements as stated in Section 200, “Aggregates” of the Standard Specification 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.

175.02 Materials

175.02.01 Aggregate Base Course

Aggregate base course shall conform to the material requirements of Type 2, Class B in Section 200.01.03-I and 200.01.03-II for Crushed Aggregate Base. Precast section installation shall follow manufacturers recommendation for base course material, thickness, compaction and specifications.

175.02.02 Riprap

Riprap shall conform to the material requirements of Class 300 (D50=12-inches) of section 200.07.03 of the Standard Specifications. Riprap shall be placed on top of non-woven geotextile fabric, Mirafi 180N or similar.

175.02.03 Backfill and Bedding

Storm drain pipe backfill and bedding shall be class A bedding and conform to section 200.03 "Aggregates for Bedding and Backfill" of the Standard Specifications.

175.02.04 Placement and Compaction

Aggregate base course shall be placed to the thickness shown on the Plans and compacted to a minimum of 95 percent maximum dry density at optimum moisture unless otherwise specified.

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

175.03 Submittals

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

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

175.04 Measurement and Payment

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

"12-Inch Riprap Placement, As Directed" shall be measured on a **CUBIC YARD** basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The per cubic yard sum price for **"12-Inch Riprap Placement, As Directed"** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing 12-inch riprap, including but not limited to stone materials, placement, non-woven geotextile, and chinking for a complete job in place to the lines and dimensions as shown on the Project Plans, and specified in the Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, and no additional compensation will be allowed.

SECTION 180 – REINFORCING STEEL

180.01 General

Reinforcement and related material shall conform to the provisions of Section 206 of the Standard Specifications.

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for placing reinforcing steel in accordance with the Contract Documents, Washoe County Standard Plans and 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.

180.02 Inspections

Reinforcing steel shall be subject to inspection in accordance with the requirements of NDOT Standard Specifications, Section 505 “Reinforcing Steel”, the Contract Documents, and these Special Provisions. No concrete shall be placed until all reinforcing steel has been inspected and accepted by the Engineer.

180.03 Measurement and Payment

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

SECTION 185 – PORTLAND CEMENT CONCRETE

185.01 General

Portland cement concrete and related material shall conform to the provisions of Section 202 of the Standard Specifications.

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of cast in place storm drain structures in accordance with the Contract Documents, Washoe County Standard Plans, 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.

185.02 Mix Design

Portland cement shall be Type II unless otherwise specified. A mix design shall be developed and submitted to the Engineer in accordance with Subsections 337.01 - “Mix Design” of the Standard Specifications to determine the composition of the mixture. All concrete mixes shall meet the requirements of Section 202 - “Cementitious and Related Materials” of the Standard Specifications. No concrete shall be placed without approval by the Engineer of a mix design.

185.03 Testing and Inspections

All concrete shall meet or exceed the requirements of the contract documents. Field testing will be tested at the point of discharge in accordance with NDOT Standard Specifications section 501. The Engineer shall

provide a 3rd party accredited testing subconsultant to carry out all testing. All tests will be performed according to appropriate Nevada test method or the comparable ASTM or AASHTO test method.

185.04 Measurement and Payment

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

SECTION 190 – STORM DRAIN STRUCTURES

190.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of storm drain and basin structures including manholes, basin outlet structure, and all appurtenances in accordance with the Contract Documents, Washoe County Standard Plans, Standard Specifications, and these Special Technical Provisions, and in conformance with the lines, grades, dimensions, and general design parameters as shown on the Project Plans, and as established and directed by the Engineer.

190.02 Manholes

Work under this item shall consist of installation of Washoe County Type 1A Manhole, Type AA Manhole, and storm drain junction structure, as shown on the project plans. Pipe connections and pipe invert elevations shall be confirmed with Engineer prior to installation. Manholes shall conform to section 204 of the Standard Specifications. A minimum difference of 0.1' shall be provided between the inlet and outlet pipe invert elevations in a manhole or drop inlet. A minimum of six inches separation between pipe penetrations in manholes shall be provided. Manholes should be installed to be water tight using "Conseal" or equivalent at each joint and to ensure a proper seating of each riser component. Joints shall also be wrapped with joint wrap, MH-860 or equivalent. Pipe connections shall use A-lok 490 gasket or equivalent.

Storm Drain Junction Structure

Due to the layout of the existing storm drain pipe outlets and the location on a steep hillside, the junction structure as shown in the Plans is a cast in place structure. Any alternative designs proposed by the contractor shall be approved by the Engineer prior to the start of construction.

190.03 Measurement and Payment

"Storm Drain Junction Structure" construction shall be measured and compensated 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 "Storm Drain Junction Structure" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the storm drain junction structure as shown on the plans complete in place, including any excavation, bedding, structural backfill, formwork, precast sections, placement of precast sections, lid and cover, grade rings, rebar, grout, Portland cement concrete, pipe connections, grout, 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.

“48-Inch SDMH” construction shall be measured and compensated 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 “48-Inch SDMH” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the 48-inch SDMH as shown on the plans complete in place, including any excavation, bedding, structural backfill, formwork, precast sections, lid and cover, grade rings, rebar, grout, Portland cement concrete, pipe connections, grout, 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.

“60-Inch SDMH” construction shall be measured and compensated 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 “60-Inch SDMH” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the 60-inch SDMH as shown on the plans complete in place, including any excavation, bedding, structural backfill, formwork, precast sections, lid and cover, grade rings, rebar, grout, Portland cement concrete, pipe connections, grout, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

SECTION 195 – STORM DRAIN PIPE

195.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the installation of storm drain pipe including storm conveyance drain pipe and all pipe connections as shown on the plans in accordance with the Contract Documents, Standard Specifications, and these Special Technical Provisions, and in conformance with the lines, grades, dimensions, and general design parameters as shown on the Project Plans, and as established and directed by the Engineer.

195.02 High Density Polyethylene Pipe

Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for installation of the plastic storm drain pipe as shown on the plans. This includes the bedding and backfill. High Density Polyethylene pipe shall conform to Section 203.17 of the Standard Specifications. Integral bell and spigot joints shall be watertight per ASTM D 3212 with gaskets conforming to ASTM F477. Pipe shall be Type S (smooth inner surface).

18-Inch Double Wall HDPE

18-inch double wall high density polyethylene pipe (HDPE) with water tight ends shall meet the specifications outlined in Section 305.13 of the Standard Specifications.

30-Inch Double Wall HDPE

30-inch double wall high density polyethylene pipe (HDPE) with water tight ends shall meet the specifications outlined in Section 305.13 of the Standard Specifications.

195.03 Measurement and Payment

“**18-Inch Double Wall HDPE**” shall be measured on the unit price established per **LINEAR FOOT**, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for “18-Inch Double Wall HDPE” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved installing 18-inch HDPE Pipe, complete in place, including asphalt saw cutting, asphalt removal, all excavation to the depth necessary to accommodate the design per plan, bedding, structural backfill, connection to drainage structures, 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. Compensation for the removal and disposal of existing storm drain pipes to be replaced per plan are paid for under their respective bid items.

“**30-Inch Double Wall HDPE**” shall be measured on the unit price established per **LINEAR FOOT**, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price paid for “30-Inch Double Wall HDPE” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved installing 30-inch HDPE Pipe, complete in place, including asphalt saw cutting, asphalt removal, all excavation to the depth necessary to accommodate the design per plan, bedding, structural backfill, connection to drainage structures, 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. Compensation for the removal and disposal of existing storm drain pipes to be replaced per plan are paid for under their respective bid items.

SECTION 200 – REVEGETATION

200.01 General

The Contractor shall perform all revegetation work as specified herein and in accordance with the provisions of these Special Technical Provisions, the Project Plans, and the Standard Specifications. The revegetation work shall consist of all site preparation associated with the revegetation treatments and shall include seedbed preparation; seeding; and mulching.

Areas to receive revegetation treatments shall include all areas disturbed during construction and all areas indicated on the plans and as directed by the Engineer.

The Contractor shall notify the Engineer no less than ten (10) working days in advance of revegetation work and shall not begin work until prepared revegetation treatment areas have been accepted by the Engineer. The Contractor shall request that treatment types and boundaries are located by the Engineer prior to progressing with the work.

No substitutions or alterations to these Special Technical Provisions shall be accepted without the prior written approval of the Engineer. No further disturbance of any treatment area shall be allowed once revegetation has been initiated.

200.02 Soil Disturbance

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

200.03 Revegetation Treatment Types

Treatment Type 1 (TT1):

Decompact soils to a maximum of 85%. Apply Seed Mix 1, incorporate. Apply wood chip mulch to achieve 85% cover.

200.04 Submittals

Within ten (10) calendar days following the Notice to Proceed for the contract, the Contractor shall submit to the Engineer statements proving that orders for erosion control blanket, stakes, and much have been received and accepted by the supplier(s). The statement(s) shall include product specifications and quantity of product(s) to be delivered and the estimated date(s) of delivery.

Proposed substitutions must be submitted in writing for approval by the Engineer.

200.05 Materials

Seed

All Seed Mix shall be supplied by the NTCD to the Contractor 3 days prior to seeding. NTCD will supply the Contractor with enough seed for applying to disturbed areas plus an additional 20%. Contractor will supply at their expense any additional seed. Seed mix will include shallow-rooted annual and perennial grasses and forbs native to the Lake Tahoe Basin and sourced from the Sierra Nevada as listed on the Project Plans.

Seed Mix 1 (Pipeline ROW)		
Species (Scientific Name)	Species (Common Name)	PLS LBS per Acre
<i>Bromus carinatus</i>	California Sierra Brome	4.00
<i>Elymus elymoides</i>	Squirreltail	2.00

<i>Elymus trachycaulus</i>	Slender wheatgrass 'Revenue', or 'Pryor'	4.00
<i>Lupinus Grayi</i>	Lupine	1.00
<i>Poa secunda</i>	Sandberg bluegrass 'Sherman'	1.00
Total		12.00

Wood Chip Mulch

Mulch shall be wood chips or tub grindings.

Wood chip particle size shall be between ½ inch and two (2) inches in length and not less than ½ inch in width and 0.125 inches in thickness, with at least 95% conforming to specified sizes. Wood chips shall be free of rock fines, soil, and other extraneous material. The wood chips shall be stored unprotected outside for at least 6 months, so as to have been subjected to weather and precipitation. A sample of the aged wood chips shall be submitted to the Engineer fourteen (14) calendar days prior to expected use for written approval.

Alternatively, tub-ground wood chips (tub grindings) may be used if aged wood chips are unavailable. Tub grindings are those wood materials that are produced by a hammer mill-type tub grinder and are of uneven consistency. Tub grindings shall be at least six months old prior to use in the project area. Tub grindings aged at least one season are preferred. Tub grindings shall be derived from clean, disease-free trees or tree stumps.

Neither wood chips nor tub grindings shall contain more than five percent pine needles or other non-wood material.

Erosion Control Blanket, Sediment Logs, and Stakes

Where indicated on the plans and upland slopes greater than or equal to 3H:1V, a single layer of erosion control blankets that are composed of certified weed-free coir or excelsior, with an all-natural fibers netting (no plastic, straw, or jute) will be installed such as North American Green SC150BN, or equivalent as approved by the Engineer. Any 3H:1V slopes greater than 20 feet in length shall also have wattles/fiber logs installed. Wattles will be composed of certified weed-free coir or excelsior with all-natural netting. No plastic or straw-based materials are allowable in blankets or wattles. Each roll or bail of blanket and wattles 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 allowable.

200.06 Installation of Treatments

The Contractor shall notify the Engineer no less than ten (10) working days in advance of revegetation work and shall not begin the work until prepared treatment areas have been approved. The Engineer shall verify labeling of seed upon delivery to the site and prior to application.

Seed Bed Preparation

All 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 directed by the Engineer. Soils shall be loosened with hand tools, an agricultural disc, rippers, or other equipment approved by the Engineer. Final surfaces shall be left rough. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

Seeding

Seed with Seed Mix 1 as described on the plans or as described in these Technical Specifications and as field verified.

Seed Mix 1 shall be uniformly broadcast over sod and organic matter with hand-held seeders and raked to incorporate to a depth of ¼ inch to ½ inch. Seeding shall not occur under conditions that would allow the seed to become windborne (winds greater than 5 mph).

Mulching

Material shall be evenly applied to a depth of approximately 1 inch, for 100% cover over revegetation areas (except for areas to receive the erosion control blanket—which shall not receive mulch). Average mulch depth shall be approximately 0.5 inches with a max depth of less than 2 inches over no greater than 1 square foot.

Installing Erosion Control Blankets and Wattles

Erosion control blanket shall be installed where shown on the Project Plans. Erosion control blanket shall be installed in accordance with the Project Plans. Stakes shall be securely anchored at an approximate minimum rate of three (3) feet on center. Blanket shall be keyed into a six (6) by six (6) inch deep trench at the top of slopes and be anchored into the bottom of the trenches with stakes on one-foot centers. Trenches shall be backfilled with compacted soil, and blanket shall be folded over the trench and secured with stakes on one-foot centers. Blankets shall be overlapped by a twelve (12) inches minimum and staked together.

200.07 Measurement and payment

“**Revegetation**” shall be measured on a **SQUARE FOOT** basis complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved for the installation of the revegetation treatment types, complete in place, including but not limited to submittals, seed bed preparation, salvaged topsoil, mulch, erosion control blanket, stakes, and any other appurtenances, as shown on the Project Plans, specified in these Special Provisions and the Standard Specifications, and as

directed by the Engineer and Revegetation Specialist shall be at the contract unit price paid per each square foot of revegetation treatment installed, maintained, and accepted by the Engineer under the bid items "Revegetation".

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

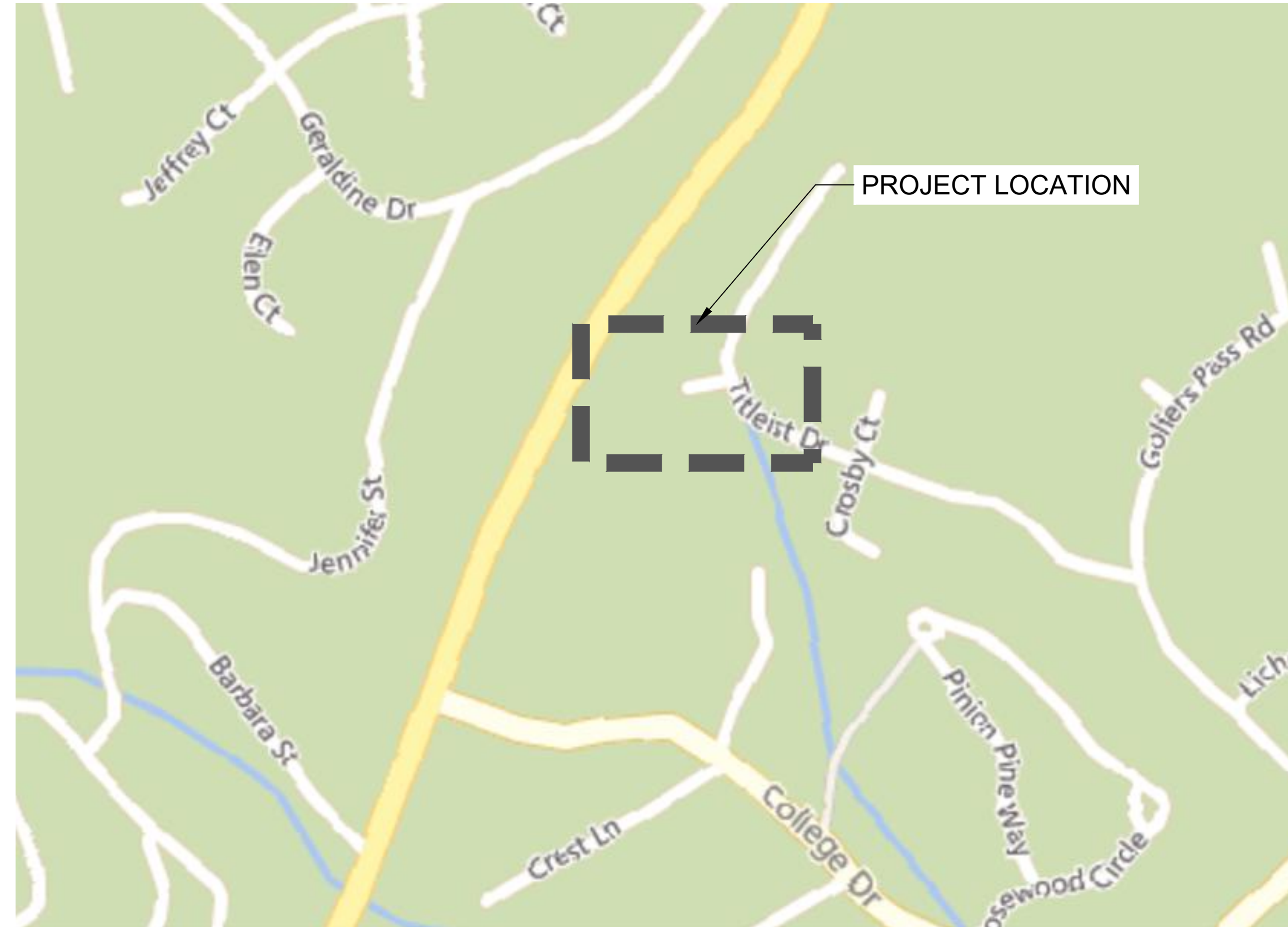
APPENDIX C
PROJECT PLANS

NEVADA DEPARTMENT OF TRANSPORTATION
AND WASHOE COUNTY

HOGAN COURT DRAINAGE IMPROVEMENT PROJECT INCLINE VILLAGE, NV



SHEET LIST TABLE		
NO.	SHEET	TITLE
1	i	TITLE SHEET
2	II	NOTES, ABBREVIATIONS, AND NLA
3	C1	PLAN AND PROFILE STA "SD" 0+00 TO 4+75
4	D1	DETAILS 1 - STORM DRAIN
5	D2	DETAILS 2 - STORM DRAIN
6	D3	DETAILS 3 - BMP'S

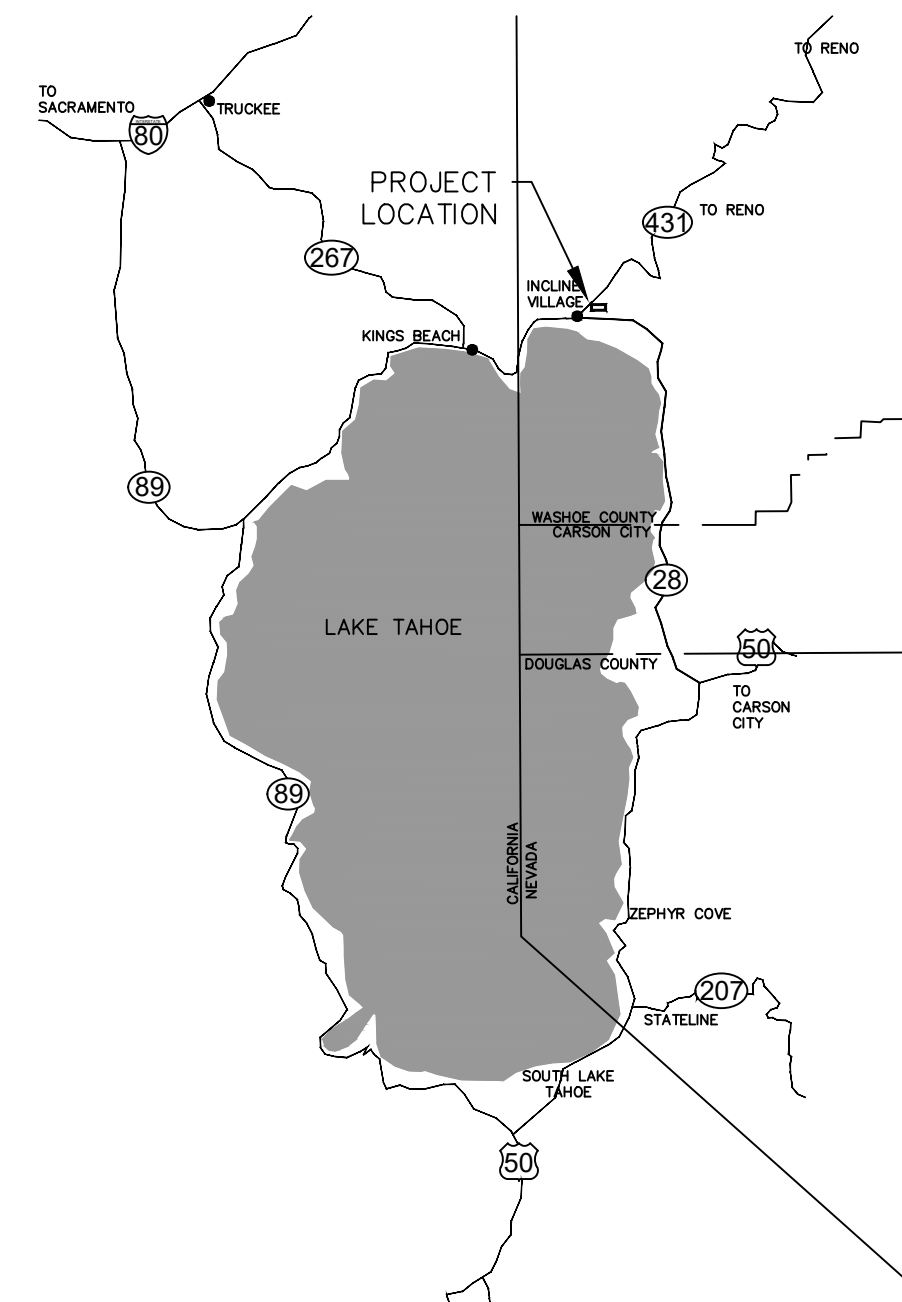


BASIS OF ELEVATION

ELEVATION DATA IS BASED ON AN ASSUMED DATUM

BASIS OF BEARING

THE BASIS OF BEARING IS BASED ON AN ASSUMED COORDINATE SYSTEM. SURVEY DATA IS ROTATED AND ALIGNED TO FOUND PLS 2983 AND FOUND LS 2674 WITH WASHOE COUNTY PARCEL MAP 5368A. DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.



VICINITY MAP

PROJECT LOCATION MAP

SCALE: NTS

HOGAN COURT, INCLINE VILLAGE, NV

PUBLIC UTILITY COMPANIES

SEWER/WATER:
IVGID
1220 SWEETWATER RD,
INCLINE VILLAGE, NV
89451
775-832-2970

POWER:
NV ENERGY
6100 NEIL ROAD
RENO, NV 89511
775-834-4444

GAS:
SOUTHWEST GAS
CORPORATION
400 EAGLE
STATION LANE
CARSON CITY, NV 89701
775-882-2126

CABLE:
CHARTER COMMUNICATIONS
9335 PROTOTYPE DRIVE
RENO, NV 89521-8992
775-850-1291

TELEPHONE:
AT&T
1375 CAPITAL BLVD RM
115
RENO, NV 89502
775-200-6015
002132@ATT.COM

PRIVATE PROPERTY OWNERS

699 HOGAN COURT
SHAHRI MASTERS
MASTERS@INCLINEVILLAGE.COM
775-831-8888

701 HOGAN COURT
BEN AND REBECCA CARY
BEN.BECCA.CARY@GMAIL.COM
775-527-8791



WASHOE COUNTY ENGINEER

SIGNATURE _____ DATE _____

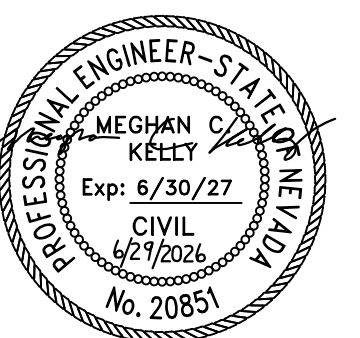
NEVADA DEPARTMENT OF TRANSPORTATION

SIGNATURE _____ DATE _____

NEVADA TAHOE CONSERVATION DISTRICT

SIGNATURE _____ DATE _____

TITLE SHEET
NDOT -HOGAN COURT DRAINAGE IMPROVEMENTS



DESIGNED/DRAWN
EK/EK
CHECKED
MK
DATE
01/2026
SCALE
AS SHOWN
PROJECT
HOGAN COURT

SHEET
i
1 OF 6

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION, AND TO THE SATISFACTION OF NEVADA TAHOE CONSERVATION DISTRICT (NTCD), THE NEVADA DEPARTMENT OF TRANSPORTATION, & WASHOE COUNTY. IMPROVEMENT CONSTRUCTION SHALL COMPLY WITH THESE PLANS, THE TECHNICAL PROVISIONS, AND THE 2016 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "ORANGE BOOK" (STANDARD SPECIFICATIONS). THE CONTRACTOR IS OBLIGATED TO BE FAMILIAR WITH APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS NOT DISCUSSED IN THE GENERAL NOTES. THE CONTRACT SPECIAL TECHNICAL PROVISIONS SHALL SUPERSEDE THOSE OF THE STANDARD SPECIFICATIONS WHERE DISCREPANCIES OCCUR.
2. CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON SITE SHOWING "AS CONSTRUCTED" CHANGES. UPON COMPLETION, CONTRACTOR SHALL SUPPLY WASHOE COUNTY, NDOT, AND NTCD A SET OF "AS BUILT" PLANS.
3. MOBILIZATION AREAS ARE TO BE SECURED BY THE CONTRACTOR AND APPROVED BY TRPA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF MOBILIZATION SITES, INCLUDING PLACEMENT AND MAINTENANCE OF BMPS.
4. PRIOR TO STARTING WORK, THE CONTRACTOR SHALL INSTALL TEMPORARY BMP MEASURES AT LOCATIONS WHERE NEEDED TO CONTROL EROSION AND WATER POLLUTION DURING THE CONSTRUCTION OF THE PROJECT. THE BMP MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION FOR THE DURATION OF THE CONSTRUCTION. SILT FENCE IS REQUIRED AT ALL CROSS DRAIN OUTLETS. SILT FENCE OR FIBER ROLLS WILL BE REQUIRED AT OTHER LOCATIONS AS SHOWN ON THE DRAWINGS OR STAKED IN THE FIELD BY THE ENGINEER. ALL EROSION CONTROL MEASURES SHALL MEET OR EXCEED TRPA REQUIREMENTS.
5. ALL EXISTING VEGETATION SHALL BE PRESERVED UNLESS SPECIFICALLY IDENTIFIED BY THE ENGINEER FOR REMOVAL. BMP'S TO PROTECT VEGETATION SHALL BE INSTALLED BY THE CONTRACTOR IF REQUIRED BY TRPA. CONTRACTOR TO REVEGETATE ANY AREAS OUTSIDE THE DISTURBED AREA SHOWN ON THE PLANS WITH PLANTS APPROVED BY TRPA AT THEIR OWN EXPENSE.
6. NTCD WILL PROVIDE ONE SET OF CONSTRUCTION STAKES AS PART OF THE CONTRACT. ADDITIONAL CONSTRUCTION STAKES WILL BE PROVIDED AT THE CONTRACTOR'S EXPENSE. LIMITS FOR ALL ITEMS OF WORK SHALL BE STAKED IN THE FIELD BY THE ENGINEER. THESE LIMITS AND THE RESULTING TREATMENT LENGTH/AREAS MAY VARY FROM THOSE SHOWN ON THE DRAWINGS. PAYMENT FOR ITEMS OF WORK WILL BE MADE FOR THE AMOUNT AUTHORIZED BY THESE FIELD STAKED LIMITS AND THE SPECIAL TECHNICAL PROVISIONS.
7. UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. WHERE EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AND ALL AFFECTED UTILITY COMPANIES TO LOCATE ALL BURIED UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR RELOCATION OF UTILITIES AS REQUIRED BY THE WORK. WHENEVER CONNECTIONS TO OR CLEARANCE FROM ANY UTILITY IS REQUIRED, THE CONTRACTOR SHALL POTHOLE TO VERIFY THE LOCATION, SIZE AND MATERIAL OF THE UTILITY PRIOR TO CONSTRUCTION.
8. THE COST OF REMOVAL AND/OR REPLACEMENT OF ANY DEFECTIVE WORK OR MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF RETESTING AND/OR INSPECTING OF REPLACED WORK AND MATERIAL IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR. SUCH COSTS WILL BE DEDUCTED FROM ANY MONEYS DUE OR WHICH MAY BECOME DUE TO THE CONTRACTOR.
9. STANDARD WORK DAYS SHALL BE MONDAY THROUGH FRIDAY. SATURDAY AND SUNDAY MAY BE WORKED ON OCCASION ONLY TO MAKE UP FOR WEATHER DELAYS OR OTHER SCHEDULE DELAYS. NOISE GENERATING ACTIVITIES WILL BE LIMITED TO THE HOURS OF 8:00 AM TO 6:30 PM.
10. NOISE SHALL BE REDUCED BY THE MANDATORY USE OF MUFFLERS ON ALL CONSTRUCTION VEHICLES AND EQUIPMENT. NOISE GENERATING ACTIVITIES WILL BE LIMITED TO THE HOURS OF 8:00 AM TO 6:30 PM.
11. THE CONTRACTOR SHALL PROVIDE A WATER TRUCK TO WATER AREAS AS NECESSARY TO CONTROL DUST. THE CONTRACTOR WILL PROVIDE SWEEPING AT THE END OF EACH DAY.
12. ALL TREES AND NATURAL VEGETATION TO REMAIN ON THE SITE SHALL BE PROTECTED PER TRPA.
13. SOIL AND CONSTRUCTION MATERIAL SHALL NOT BE TRACKED OFF THE CONSTRUCTION SITE. GRADING OPERATIONS SHALL CEASE IN THE EVENT THAT A DANGER OF VIOLATING THIS CONDITION EXISTS.
14. DURING CONSTRUCTION ENVIRONMENTAL PROTECTION DEVICES, SUCH AS EROSION CONTROL, DUST CONTROL, AND VEGETATION PROTECTION DEVICES SHALL BE MAINTAINED AT ALL TIMES.
15. LOOSE SOIL MOUNDS OR SURFACES SHALL BE PROTECTED FROM WIND OR WATER EROSION BY BEING APPROPRIATELY COVERED WHEN CONSTRUCTION IS NOT IN ACTIVE PROGRESS OR WHEN REQUIRED BY TRPA.
16. EXCAVATED MATERIAL SHALL BE STORED UPGRADIENT FROM THE EXCAVATED AREA WHENEVER POSSIBLE. NO MATERIAL SHALL BE STORED IN ANY STREAM ENVIRONMENT ZONE (SEZ) OR WET AREA.
17. ONLY EQUIPMENT OF A SIZE AND TYPE THAT WILL DO THE LEAST AMOUNT OF DAMAGE, UNDER PREVAILING SITE CONDITIONS, AND CONSIDERING THE NATURE OF THE WORK TO BE PERFORMED, WILL BE USED.
18. NO WASHING OF VEHICLES OR HEAVY EQUIPMENT, INCLUDING CEMENT MIXERS, SHALL BE PERMITTED ANYWHERE ON THE SUBJECT PROPERTY UNLESS AUTHORIZED BY TRPA IN WRITING.
19. ALL CONSTRUCTION SHALL BE WINTERIZED BY OCTOBER 15 TO REDUCE THE WATER QUALITY IMPACTS ASSOCIATED WITH WINTER WEATHER.
20. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL EACH DAY REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO, OR ACCUMULATE ON, PAVED ROADS, PARKING AREAS, AND ASSOCIATED SHOULDERS AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS SITE DEVELOPMENT OR CONSTRUCTION PROJECT.
21. ADDITIONAL CONSTRUCTION SITE DISCHARGE BEST MANAGEMENT PRACTICES MAY BE REQUIRED OF THE OWNER AND HIS OR HER AGENTS DUE TO UNFORESEEN EROSION PROBLEMS.
22. TEMPORARY OR PERMANENT STABILIZATION PRACTICES WILL BE INSTALLED ON DISTURBED AREAS AS SOON AS PRACTICABLE AND NO LONGER THEN 24 HOURS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS BEEN TEMPORARILY OR PERMANENTLY CEASED.
23. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL DISTURBED AREAS, AREAS USED FOR STORAGE OF MATERIALS AND EQUIPMENT THAT ARE EXPOSED TO PRECIPITATION, VEHICLE ENTRANCE AND EXIT LOCATIONS, AND ALL BMP'S WEEKLY, PRIOR TO A FORECASTED RAIN EVENT AND WITHIN 24 HOURS AFTER ANY ACTUAL RAIN EVENT. SOME EXCEPTIONS TO WEEKLY INSPECTIONS MAY APPLY, SUCH AS FROZEN GROUND CONDITIONS OF SUSPENSION OF LAND DISTURBANCE ACTIVITIES.
24. PARCEL LINES SHOWN ARE APPROXIMATE AND DERIVED FROM WASHOE COUNTY PARCEL MAPS 1158 AND 5368A.

ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

<p>A.B. ACRE</p> <p>A.C. ASPHALT CONCRETE</p> <p>@ APPROX.</p> <p>AVG. AVERAGE</p> <p>AWWA AMERICAN WATER WORKS ASSOCIATION</p> <p>BC BEGIN CURVE</p> <p>C&G CURB AND GUTTER</p> <p>CATV CABLE TELEVISION</p> <p>C.B. CATCH BASIN</p> <p>CL CENTERLINE</p> <p>CLR. CLEAR</p> <p>CO. CLEAN OUT</p> <p>CONST. CONSTRUCT</p> <p>CF CUBIC FEET</p> <p>CMP CORRIGATED METAL PIPE</p> <p>CY CUBIC YARD</p> <p>D.G. DECOMPOSED GRANITE</p> <p>DEG. DEGREE(S)</p> <p>DI DROP INLET</p> <p>DIA. DIAMETER</p> <p>DR DIMENSION RATIO</p> <p>DWG. DRAWING</p> <p>DW, DWY DRIVEWAY</p> <p>EA. EACH</p> <p>EASE. EASEMENT</p> <p>EG. EXISTING GRADE</p> <p>ELEC. ELECTRIC</p> <p>EP. EDGE OF PAVEMENT</p> <p>ELEV. ELEVATION</p> <p>EC. END CURVE</p> <p>EX. EXISTING</p> <p>FG. FINISH GRADE</p> <p>FH. FIRE HYDRANT</p> <p>FCA. FLANGE COUPLER ADAPTER</p> <p>FES. FLARED END SECTION (METAL)</p> <p>FL. FLOWLINE</p> <p>FLG. FLANGED</p> <p>FT. FOOT, FEET</p> <p>FTG. FOOTING</p> <p>FV. FLUSH VALVE</p> <p>° DEGREE</p> <p>G. GAS</p> <p>GV. GATE VALVE</p> <p>GB. GRADE BREAK</p> <p>HDPE. HIGH DENSITY POLYETHYLENE</p> <p>HDPE-NP. NON-PERFORATED HIGH DENSITY POLYETHYLENE</p> <p>HDPE-P. PERFORATED HIGH DENSITY POLYETHYLENE</p> <p>HP. HIGH POINT</p> <p>HOR., HORIZ. HORIZONTAL</p> <p>IN. INCH</p> <p>IE. INVERT ELEVATION</p> <p>IRR. IRRIGATION</p> <p>LRWC. LAHONTAN REGIONAL WATER CONTROL BOARD</p> <p>L. LEFT</p> <p>LEN. LENGTH</p> <p>LF. LINEAR FEET</p> <p>LID. LOW IMPACT DEVELOPMENT</p> <p>LP. LOW POINT</p> <p>LS. LUMP SUM</p> <p>MH. MANHOLE</p> <p>MAX. MAXIMUM</p> <p>MDD. MAXIMUM DRY DENSITY</p> <p>MJ. MECHANICAL JOINT</p> <p>MI. MILE</p> <p>MIN. MINIMUM</p> <p>MISC. MISCELLANEOUS</p> <p>N. NORTH</p> <p>N.I.C. NOT IN CONTRACT</p>	<p>NTCD NEVADA TAHOE CONSERVATION DISTRICT</p> <p>N.T.S. NOT TO SCALE</p> <p>NO. NUMBER</p> <p>OC. ON CENTER</p> <p>OG. ORIGINAL GRADE</p> <p>OH(E/T). OVERHEAD ELECTRIC OR TELEPHONE LINES PLUS OR MINUS</p> <p>± PLUS OR MINUS</p> <p>P. PIPE</p> <p>PT. POINT</p> <p>PCC. POINT OF COMPOUND CURVE, PORTLAND CEMENT</p> <p>PC. POINT OF CURVATURE</p> <p>PI. POINT OF INFLECTION</p> <p>PIP. PROTECT IN PLACE</p> <p>PVC. POLYVINYL CHLORIDE</p> <p>PVMT. PAVEMENT</p> <p>POC. POINT ON CURVE</p> <p>POS. POSITIVE</p> <p>PRC. POINT OF REVERSE CURVE</p> <p>PSI. POUNDS PER SQUARE INCH</p> <p>PL. PROPERTY LINE</p> <p>PO. PUSH ON</p> <p>PUE. PUBLIC UTILITY EASEMENT</p> <p>R. RADIUS</p> <p>RCP. REINFORCED CONCRETE PIPE</p> <p>REVEG. REVEGETATION</p> <p>RLC. ROCK LINED CHANNEL</p> <p>RT,R. RIGHT</p> <p>RWQCB. REGIONAL WATER QUALITY CONTROL BOARD</p> <p>R/W, R/W. RIGHT-OF-WAY</p> <p>SS. SANITARY SEWER, STAINLESS STEEL</p> <p>SSCO. SANITARY SEWER CLEAN OUT</p> <p>SSMH. SANITARY SEWER MANHOLE</p> <p>S. SLOPE</p> <p>S. SOUTH</p> <p>SF. SQUARE FOOT/FEET</p> <p>SHT. SHEET</p> <p>SN. SNAG</p> <p>STD. STANDARD</p> <p>SDR. STANDARD DIMENSION RATIO</p> <p>SSPWC. STANDARD SPECIFICATIONS FOR PUBLIC WORKS</p> <p>STA. STATION</p> <p>SD. STORM DRAIN</p> <p>SDMH. STORM DRAIN MANHOLE</p> <p>TBC. TOP BACK OF CURB</p> <p>TOC. TOP OF CURB</p> <p>TRPA. TAHOE REGIONAL PLANNING AGENCY</p> <p>TW. TOP OF WALL</p> <p>TYP. TYPICAL</p> <p>UGE. UNDERGROUND ELECTRIC LINES</p> <p>UGT. UNDERGROUND TELEPHONE LINES</p> <p>USFS. UNITED STATES FOREST SERVICE</p> <p>VC. VERTICAL CURVE</p> <p>VG. VALLEY GUTTER</p> <p>VPC. VERTICAL POINT OF CURVATURE</p> <p>VPI. VERTICAL POINT OF INFLECTION</p> <p>VPT. VERTICAL POINT OF TANGENT</p> <p>W. WATER</p> <p>WL. WATERLINE</p> <p>W. WEST</p> <p>W/. WITH</p> <p>WM. WATER METER</p>
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LEGEND

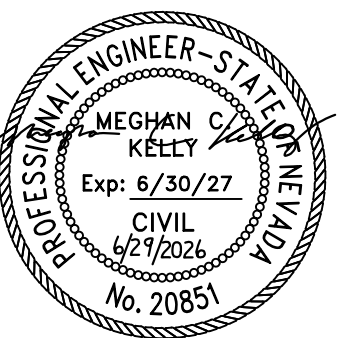
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EXISTING	PROPOSED
MAJOR CONTOUR	MAJOR CONTOUR
MINOR CONTOUR	MINOR CONTOUR
EXISTING MAJOR CONTOUR LABEL	MAJOR CONTOUR LABEL
EXISTING ALIGNMENT	CENTERLINE ALIGNMENT
EXISTING GRADE (SECTION VIEW)	GRADING DAYLIGHT LINE
PROPERTY LINE	FLOODPLAIN BOUNDARY
EXISTING GUARDRAIL	MAINTAIN EX. STREAM CHANNEL
EDGE OF PAVEMENT	REMOVE TREE
CULVERT	PLACE BOULDER
CATCH BASIN	DEWATERING DITCH
DRAINAGE PATH	CONSTRUCTION ACCESS ROUTE
TREE - (DIAMETER) PINE	CONSTRUCTION STAGING AREA
(DIAMETER) SNAG	ROCK ENERGY DISSIPATOR
FIRE HYDRANT	
CONCRETE BRIDGE ABUTMENT	
CONTROL POINT	
SIGN	
ROCK LINED CHANNEL	
EXISTING ROCK WALL	

	SECTION OR DETAIL IDENTIFICATION
	NUMBER OF SHEET ON WHICH SECTION OR DETAIL IS DRAWN
	SECTION OR DETAIL IDENTIFICATION
	SYMBOL FOR DETAIL ON THE SAME SHEET



NOTES, LEGEND, ABBREVIATIONS
NDOT-HOGAN COURT DRAINAGE IMPROVEMENTS

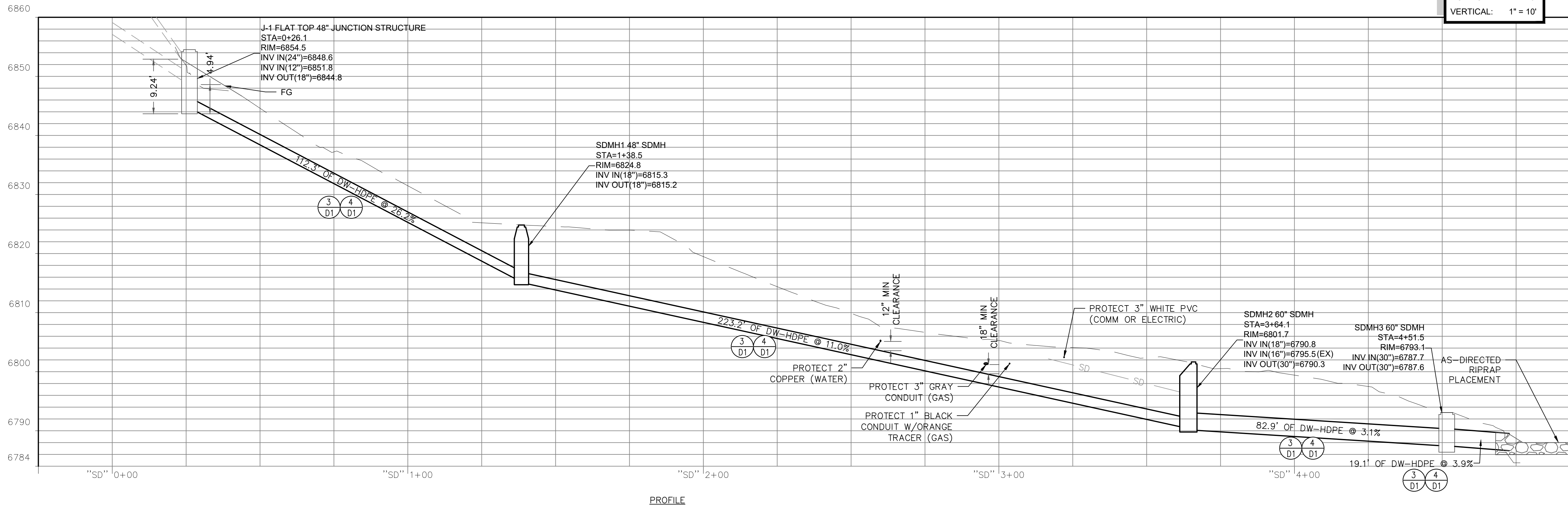
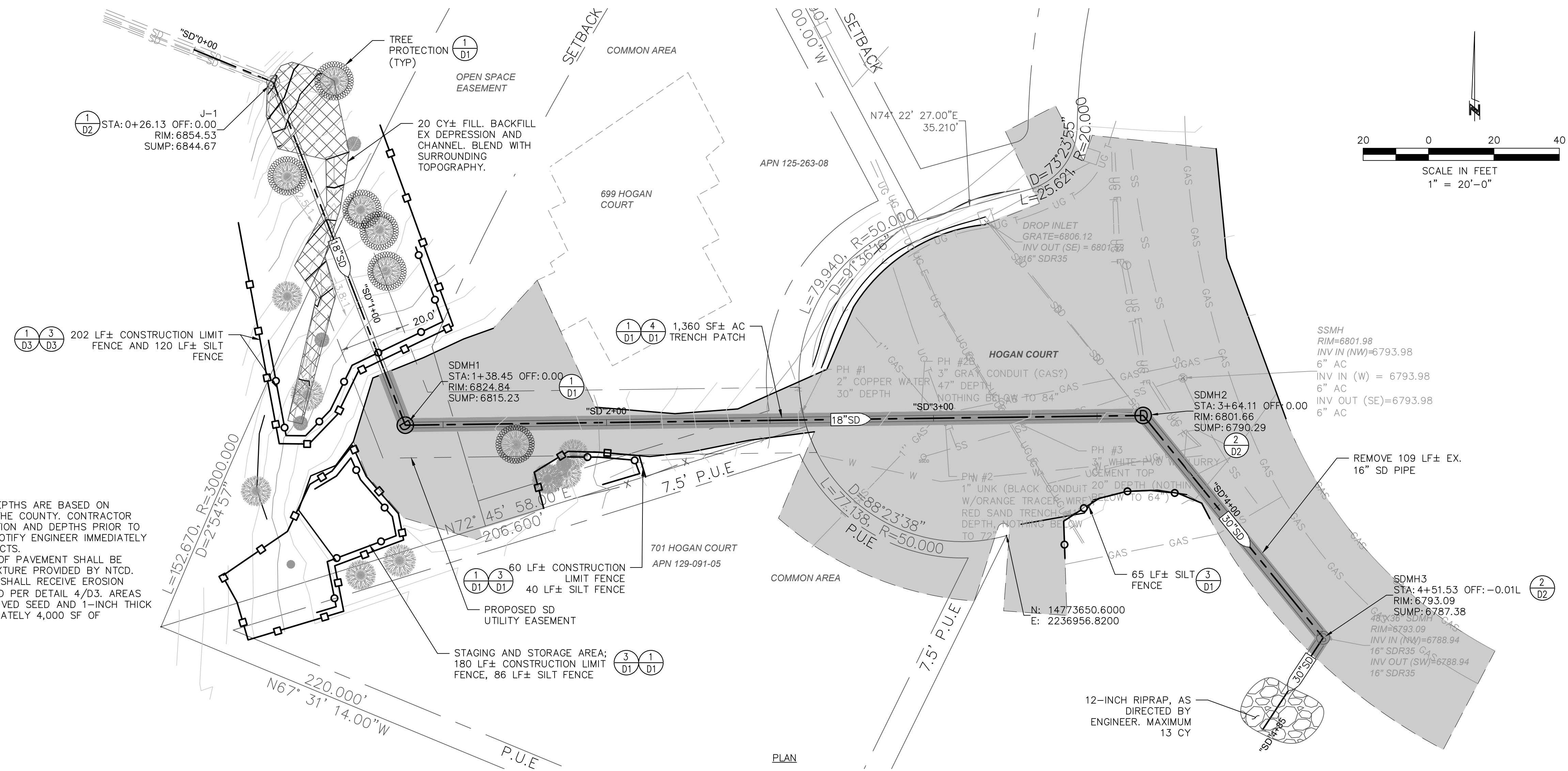


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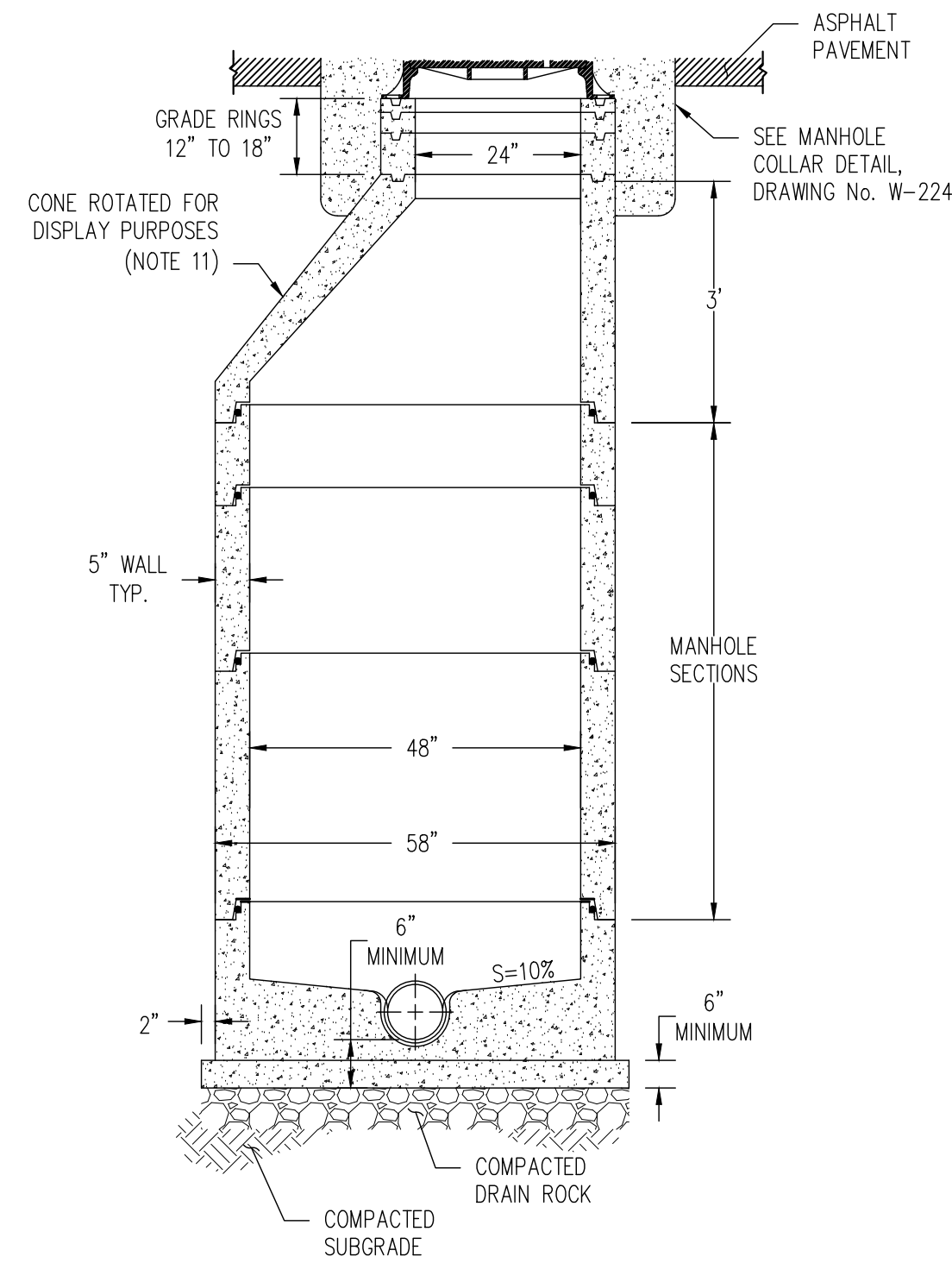
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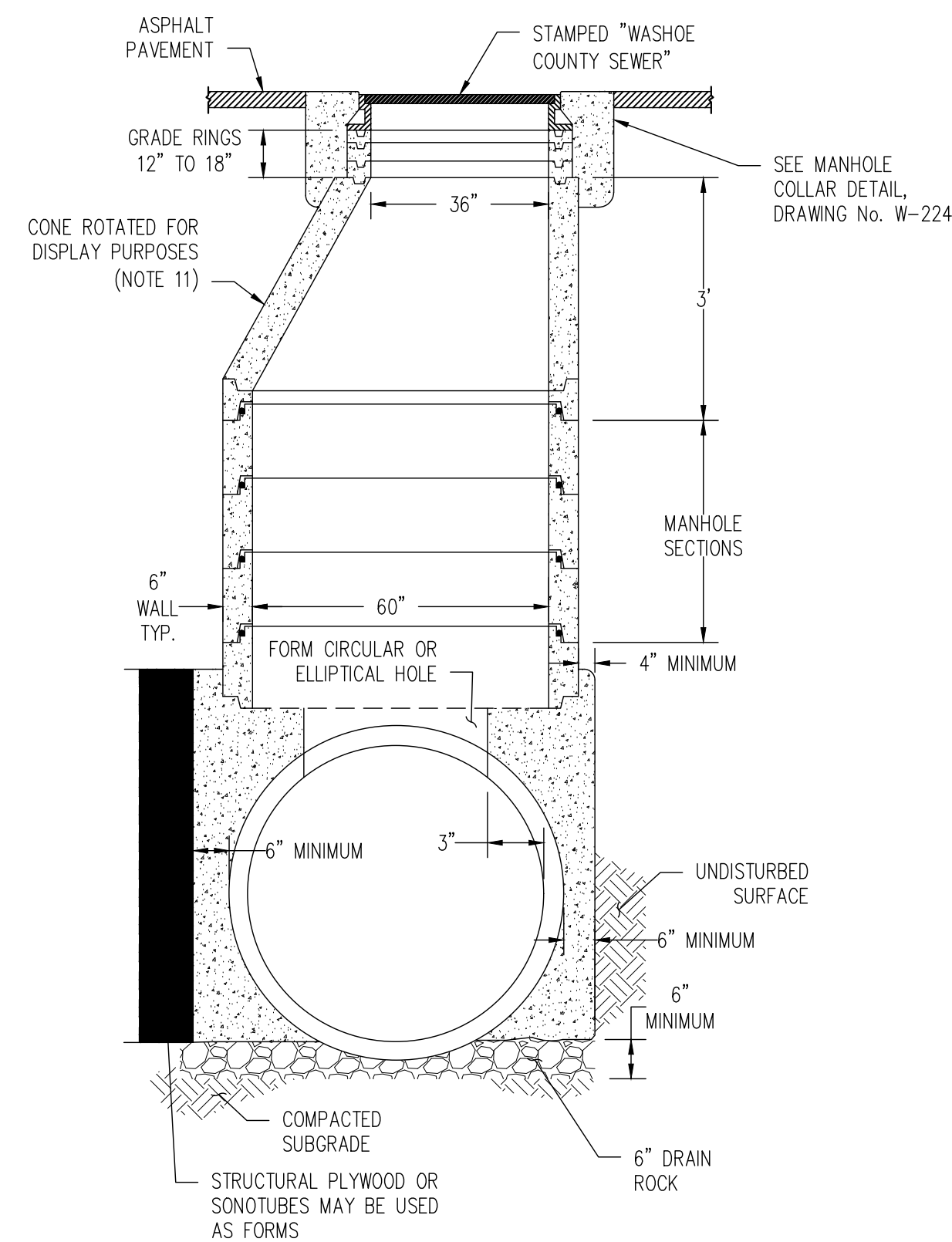
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NOTES:

- TYPE 1A MANHOLE TO BE UTILIZED AS FOLLOWS:
-PIPE 18" AND SMALLER
-PIPE 24" AND SMALLER ON TANGENT LINE AND GRADE
-DEPTHS LESS THAN 18 FEET
- MANHOLE MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE SSPWC.
- PORTLAND CEMENT CONCRETE (PCC) SHALL BE A MINIMUM 4000 PSI COMPRESSIVE STRENGTH @ 28 DAYS WITH MINIMUM 6.25 SACKS OF TYPE II CEMENT (588 LBS) PER CUBIC YARD OF CONCRETE, A MAXIMUM WATER/CEMENT RATIO OF 0.45, 4.5-7.5% AIR ENTRAINMENT, AND SLUMP SHALL RANGE FROM A MINIMUM OF 1" TO A MAXIMUM OF 4". ALL MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC).
- ALL MANHOLES SHALL INCLUDE D&L FOUNDRY 24FC-1032-WC FRAMES & COVER ASSEMBLIES, OR EQUAL, WITH "WASHOE COUNTY SEWER" CLEARLY STAMPED ON THE COVER.
- EXCAVATION & BACKFILL SHALL BE AS SPECIFIED FOR "TRENCH EXCAVATION & BACKFILL" OF THE SSPWC.
- PRECAST MANHOLE SECTIONS, OTHER THAN GRADE RINGS, SHALL BE JOINED WITH FLEXIBLE PLASTIC GASKET MATERIAL SUCH AS "RAM-NEK", OR EQUAL, AS PER MANUFACTURER'S RECOMMENDATIONS.
- PIPES SHALL NOT PROTRUDE MORE THAN 3" INSIDE OF PRECAST MANHOLE BASES.
- PIPE PENETRATIONS INTO MANHOLES SHALL BE WATER TIGHT.
- PRIOR TO BACKFILLING, ALL MANHOLES SHALL BE VACUUM TESTED PER THE REQUIREMENTS OF ASTM C-1244.
- WHEN POSSIBLE, CONSTRUCT MANHOLE SECTIONS SO THAT STEPS ARE OPPOSITE OUTLET.

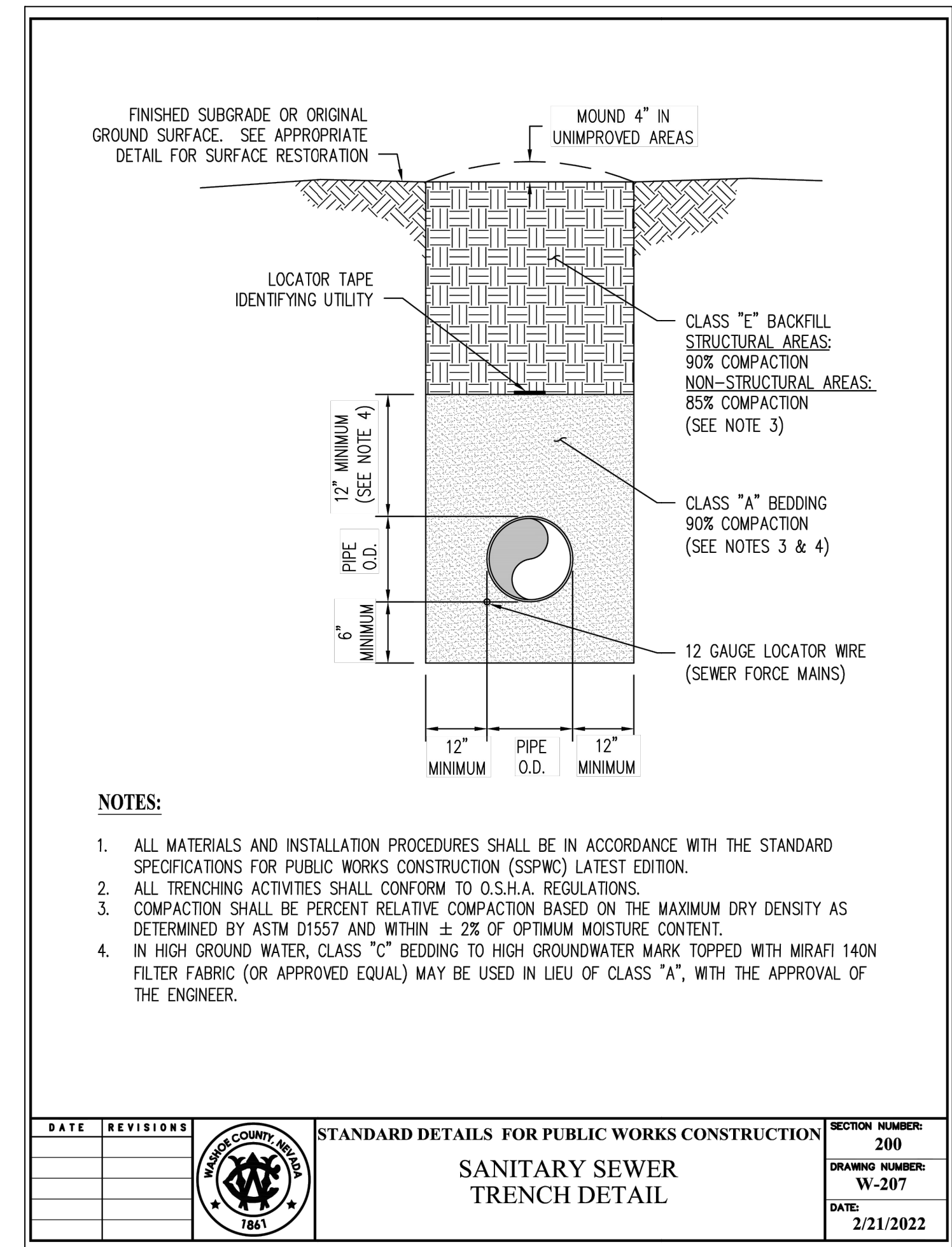
1 TYPE 1A MANHOLE
D1 SOURCE: DOUGLAS COUNTY



NOTES:

- TYPE 4A MANHOLE TO BE UTILIZED AS FOLLOWS:
-ALL CASES FOR PIPE 30" AND GREATER
- MANHOLE MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE SSPWC.
- PORTLAND CEMENT CONCRETE (PCC) SHALL BE A MINIMUM 4000 PSI COMPRESSIVE STRENGTH @ 28 DAYS WITH MINIMUM 6.25 SACKS OF TYPE II CEMENT (588 LBS) PER CUBIC YARD OF CONCRETE, A MAXIMUM WATER/CEMENT RATIO OF 0.45, 4.5-7.5% AIR ENTRAINMENT, AND SLUMP SHALL RANGE FROM A MINIMUM OF 1" TO A MAXIMUM OF 4". ALL MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC).
- ALL MANHOLES SHALL INCLUDE D&L FOUNDRY 24FC-1032-WC FRAMES & COVER ASSEMBLIES, OR EQUAL, WITH "WASHOE COUNTY SEWER" CLEARLY STAMPED ON THE COVER.
- EXCAVATION & BACKFILL SHALL BE AS SPECIFIED FOR "TRENCH EXCAVATION & BACKFILL" IN THE SSPWC.
- PRECAST MANHOLE SECTIONS, OTHER THAN GRADE RINGS, SHALL BE JOINED WITH FLEXIBLE PLASTIC GASKET MATERIAL SUCH AS "RAM-NEK", OR EQUAL, AS PER MANUFACTURER'S RECOMMENDATIONS.
- EARTH IN PLACE CAN BE USED AS FORM.
- STRUCTURAL PLYWOOD OR SONOTUBES IN PLACE CAN BE USED AS FORMS.

2 TYPE AA MANHOLE
D1 SOURCE: W-222A WASHOE COUNTY

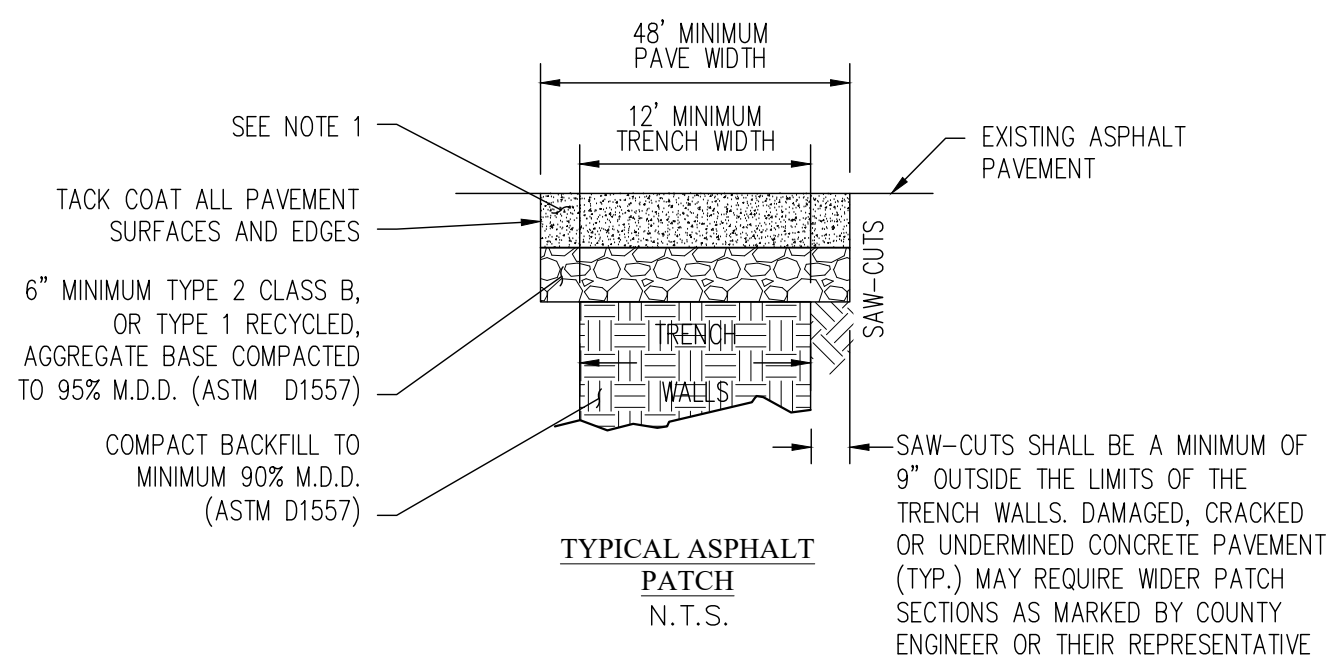


NOTES:

- ALL MATERIALS AND INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) LATEST EDITION.
- ALL TRENCHING ACTIVITIES SHALL CONFORM TO O.S.H.A. REGULATIONS.
- COMPACTION SHALL BE PERCENT RELATIVE COMPACTION BASED ON THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 AND WITHIN ± 2% OF OPTIMUM MOISTURE CONTENT.
- IN HIGH GROUND WATER, CLASS "C" BEDDING TO HIGH GROUNDWATER MARK TOPPED WITH MIRAFI 140N FILTER FABRIC (OR APPROVED EQUAL) MAY BE USED IN LIEU OF CLASS "A", WITH THE APPROVAL OF THE ENGINEER.

DATE	REVISIONS	SECTION NUMBER
		200
		W-207
		2/21/2022

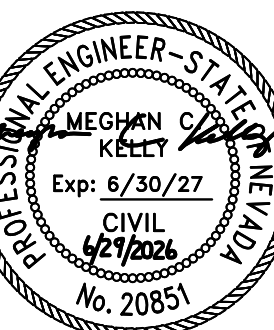
3 TRENCH DETAIL
D1 SOURCE: DOUGLAS COUNTY



NOTES:

- TRUCKEE MEADOWS PERMANENT ASPHALT PATCH TO MATCH THE DEPTH OF THE CONTIGUOUS PAVEMENT, BUT NO LESS THAN 4 INCHES AND NO MORE THAN 8 INCHES.
- INCLINE VILLAGE PERMANENT ASPHALT PATCH TO MATCH THE DEPTH OF THE CONTIGUOUS PAVEMENT, BUT NO LESS THAN 6 INCHES AND NO MORE THAN 8 INCHES.
- AN ENCROACHMENT/EXCAVATION PERMIT MUST BE OBTAINED FROM WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT PRIOR TO CUTTING ANY PUBLIC RIGHT-OF-WAY.
- ALL CONCRETE AND ASPHALT REMOVAL AND REPLACEMENT SHALL BE TO SAW-CUT LINES AND SHALL BE DONE BY EXCAVATION CONTRACTOR OR SUBCONTRACTOR. ALL SAW-CUTS SHALL BE VERTICAL AND IN STRAIGHT LINES PARALLEL OR PERPENDICULAR TO THE TRENCH OR TO THE SATISFACTION OF THE COUNTY ENGINEER.
- CONCRETE PAVEMENT PATCH: IF SAW-CUT IS WITHIN 36" OF EDGE OR JOINT ON PCC PAVE, REMOVE PCC TO EXISTING EDGE AND REPLACE ENTIRE SECTION. ASPHALT PATCH: IF SAW-CUT IS WITHIN 36" OF EDGE OF PAVEMENT, EDGE OF VALLEY GUTTER, LIP OF CURB AND GUTTER, OR A PREVIOUS PATCH, REMOVE EXISTING PAVEMENT TO THAT EDGE AND REPLACE THE ENTIRE SECTION.
- ALL CONCRETE SHALL BE A MINIMUM OF 6.25 SACKS OF TYPE II CEMENT (588 POUNDS PER CUBIC YARD OF CONCRETE) WITH FIBERMESH AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS; AIR ENTRAINMENT TO BE 4.5-7.5%. REINFORCING SHALL CONSIST OF COLLATED, FIBRILLATED, POLYPROPYLENE FIBERS AS MANUFACTURED BY FIBERMESH OR APPROVED EQUAL AND SHALL BE ADDED AT A RATE OF 1 1/2 LBS PER CUBIC YARD OF CONCRETE.
- HOT MIX ASPHALT SHALL BE TYPE 3, PG64-28 (OR COUNTY APPROVED EQUIVALENT), 3% VOIDS, 50 BLOWS PER SIDE MIX WITH 1.5% LIME AND NO MORE THAN 15% RECYCLED ASPHALT PAVEMENT COMPACTED TO A MINIMUM OF 93% RICE RELATIVE COMPACTION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- DEPTH OF BASE TO BE 6" MINIMUM OR MATCH EXISTING BASE IF GREATER, INCLUDING UNPAVED STREETS.
- CONCRETE SLURRY WITH MINIMUM OF 1 SACK OF CEMENT PER CUBIC YARD OF SLURRY OR OTHER APPROVED MIX DESIGN MAY BE USED FOR BASE COURSE, BEDDING OR BACKFILL IF APPROVED BY THE COUNTY ENGINEER AND UTILITY COMPANIES.
- PERMANENT RESURFACING SHALL NOT BE PLACED ON TRENCHES BACKFILLED WITH CONCRETE SLURRY FOR A MINIMUM OF 7 DAYS AFTER PLACEMENT OF THE CONCRETE SLURRY OR SIMILAR MATERIAL.
- A NEGOTIATED RECONSTRUCTION, INCLUDING BUT NOT LIMITED TO GRIND AND OVERLAY, SHALL BE DETERMINED BY THE COUNTY ENGINEER DEPENDENT UPON THE EXTENT OF THE TRANSVERSE AND LONGITUDINAL EXCAVATIONS.
- ALL PERMANENT PAVEMENT PATCHES REQUIRE ASPHALT SEAL COATS. THE TYPE SHALL BE DETERMINED BY THE COUNTY ENGINEER.

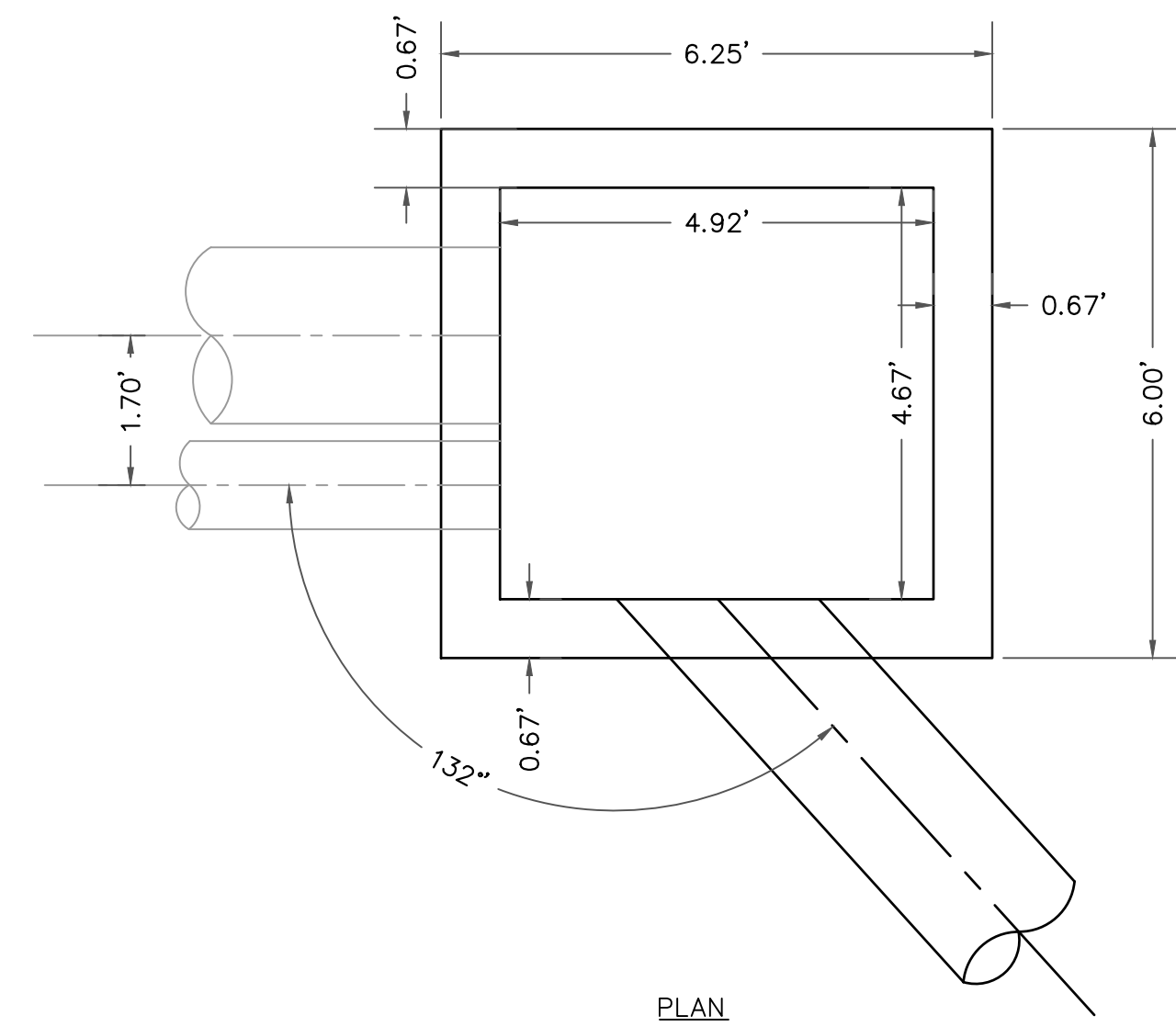
4 PERMANENT PAVEMENT PATCH
D1 SOURCE: DOUGLAS COUNTY (W-121)



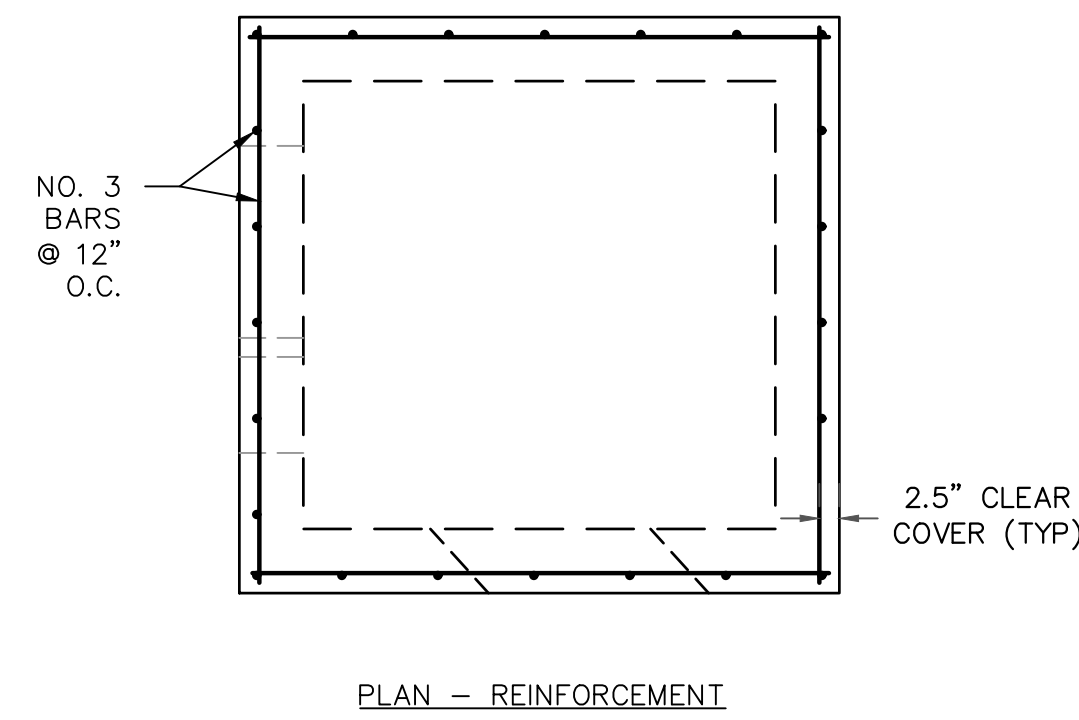
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PROJECT	HOGAN COURT



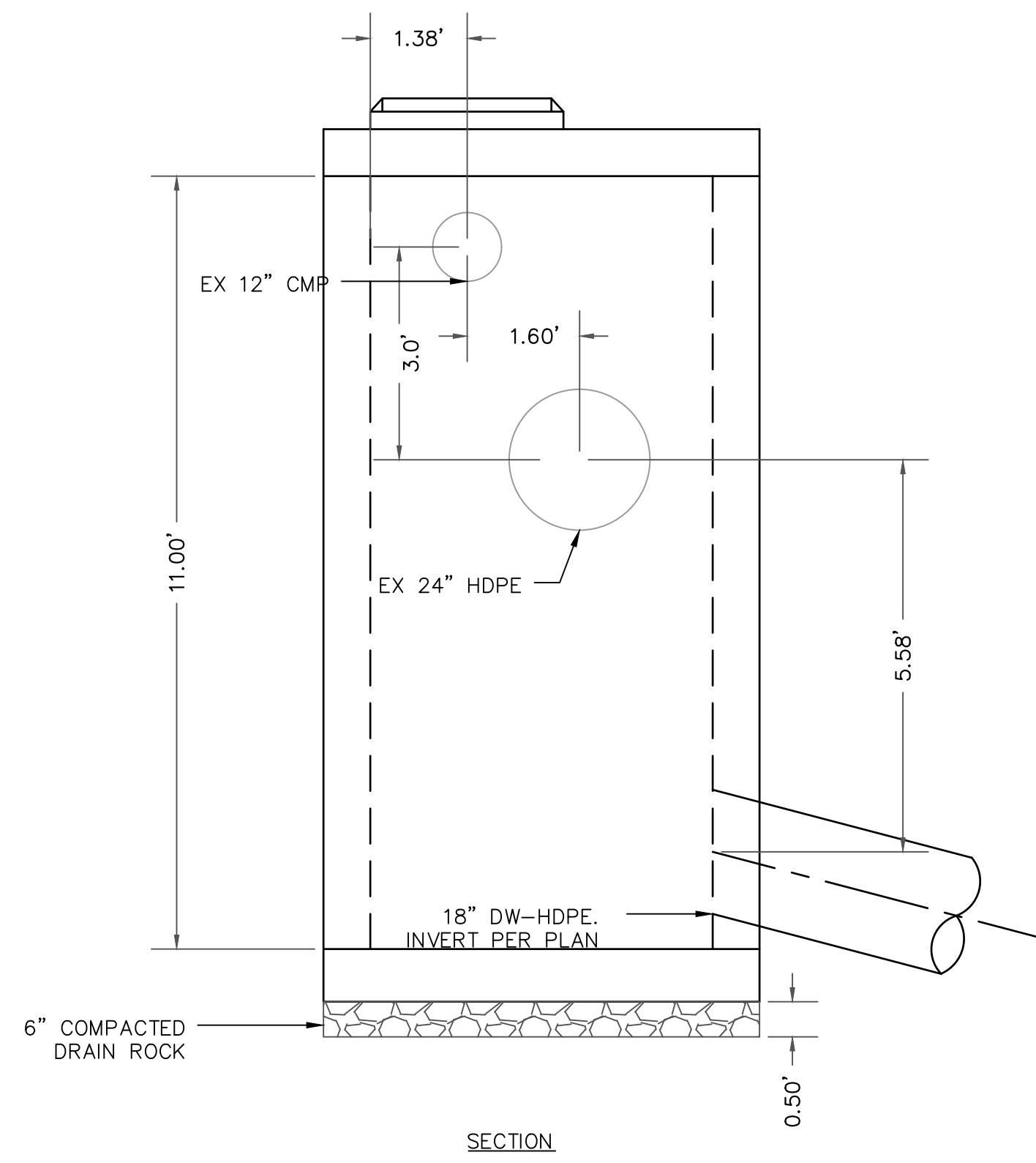
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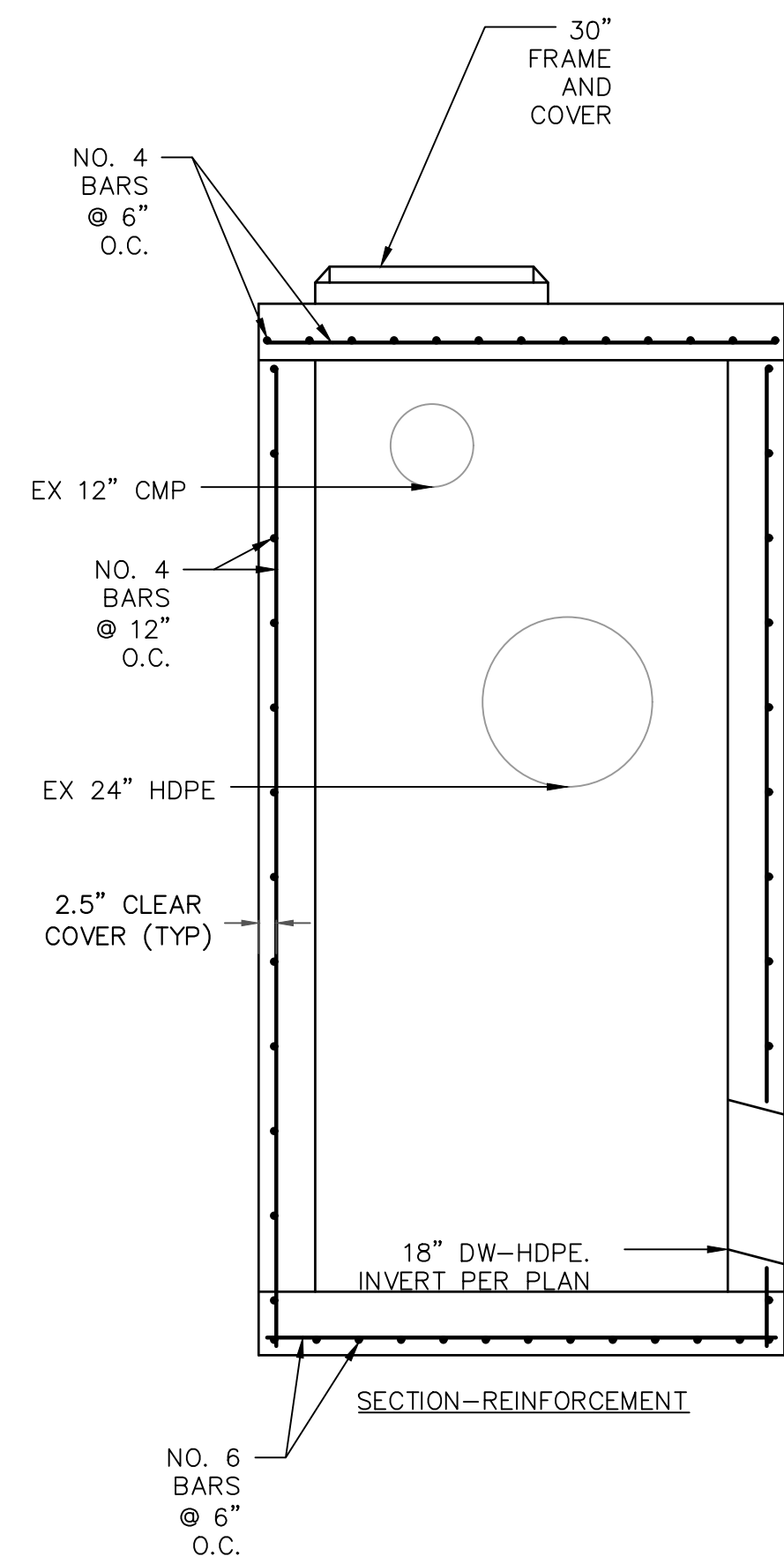
PLAN



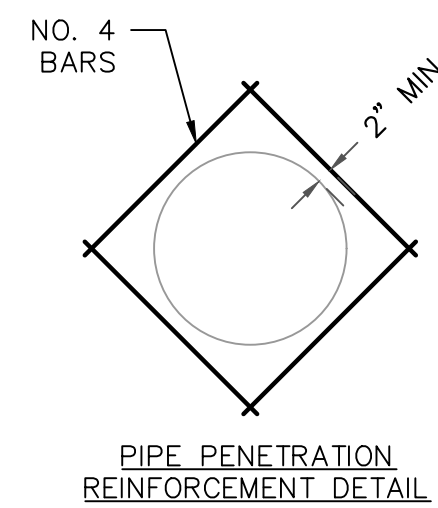
PLAN - REINFORCEMENT



SECTION



SECTION - REINFORCEMENT



PIPE PENETRATION REINFORCEMENT DETAIL

1 STORM DRAIN JUNCTION STRUCTURE
D2 SCALE: 1"=2'

- NOTES:
- ALL CONCRETE SHALL BE CLASS DA MODIFIED (MAJOR) F'c= MIN 4,500 PSI @ 28 DAYS.
 - ALL REINFORCING STEEL SHALL BE ASTM A 615 GRADE 60 OR A706 GRADE 60. DIMENSION RELATING TO BAR SPACING ARE CENTER TO CENTER. REINFORCING STEEL SHALL BE EMBEDDED 3-INCHES CLEAR OF BOTTOM FOOTING, AND 2-INCHES CLEAR OF ALL OTHER CONCRETE SURFACES.

ISSUED FOR BIDS
DATE: 07/2026

Ring and Cover
As Specified

Grade Rings
24" or 27" Keyed or Blunt

Eccentric Flat Top

Riser Section
Standard Height:
1'-4" Multiples

Base Riser w/Integral Base Slab
Field Cast Invert

Alternate Design Manufactures Option

Oldcastle Precast® Vanguard <small>5230 N.W. 17th Street, Topeka, KS 66618 Phone: 785.232.2982 Fax: 785.232.5842</small>	60MHEFT <small>FILE NAME: 120DMM60MHEFT_ISO ISSUE DATE: January 2007 www.vanguardprecast.com</small>	Standard 60" ID Manhole Eccentric Flat Top <small>Copyright © 2007 Oldcastle Precast</small>
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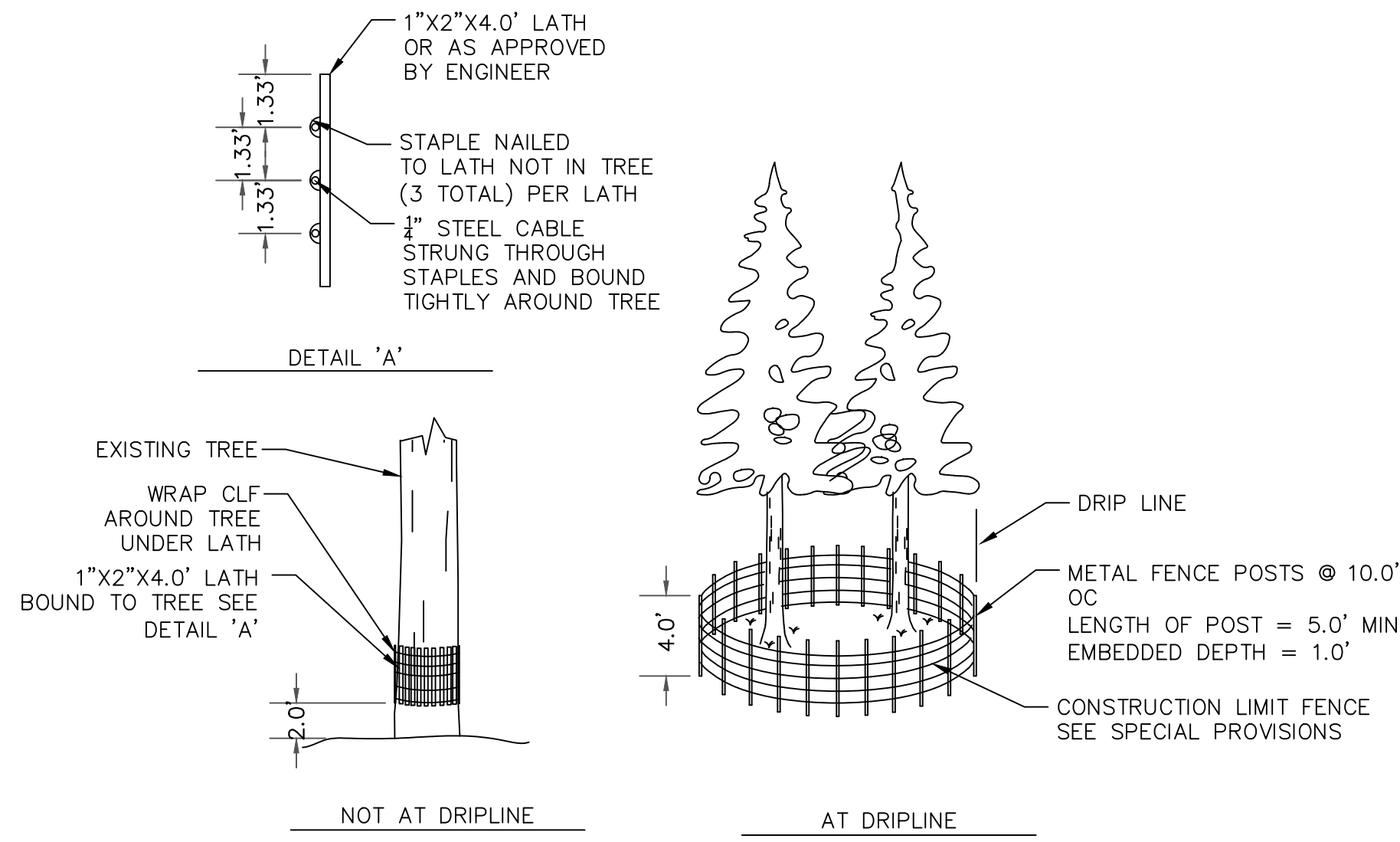
2 60-INCH PRECAST MANHOLE
D2 SOURCE: OLDCASTLE PRECAST

PROFESSIONAL ENGINEER - STATE OF NEVADA
MEGHAN C. KETLEY
Exp: 6/30/27
CIVIL
4/2/2026
No. 20851

DESIGNED/DRAWN EK/EK
CHECKED MK
DATE 01/2026
SCALE AS SHOWN
PROJECT HOGAN COURT

File Path: \\nas\Public\NTCD Files\NTCD CAD Folder\NDOT Assistance\2023 Hogan Court\CAD\Sheets\C1 -Hogan Court.dwg 6/29/2026 4:19 PM

1 CONSTRUCTION LIMIT FENCE AND TREE PROTECTION
D3 NOT TO SCALE

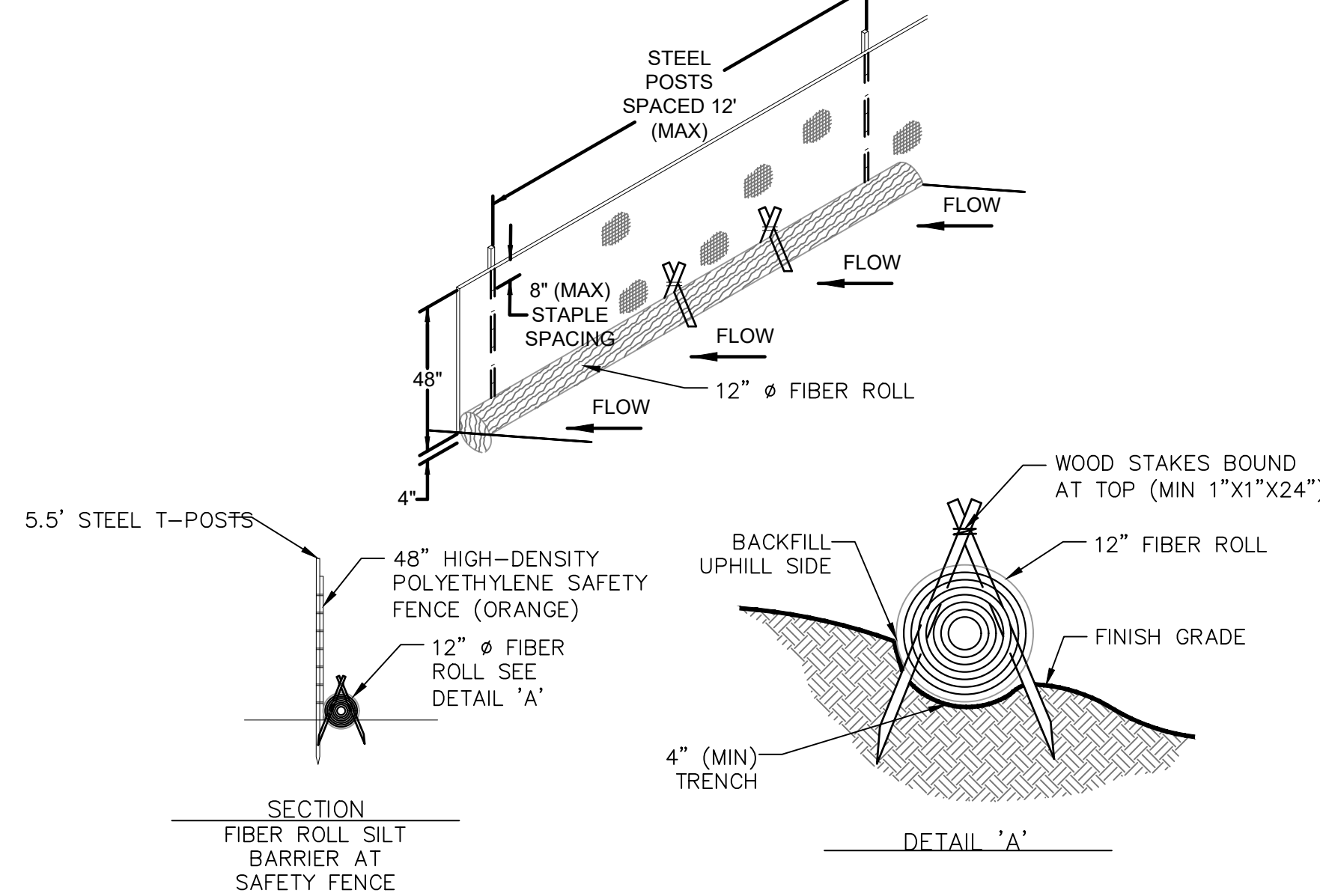


- NOTE:**
1. CLF AND TREE PROTECTION FENCE SHALL BE A MINIMUM OF 48" HIGH. FOR TREES WITH DRIPLINES THAT OVERHANG THE CONSTRUCTION AREAS, THE LOCATION OF THE TREE PROTECTION FENCE SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER AND/OR THE TRPA AT THE PREGRADE MEETING.
 2. THE DETAIL SHOWN IS FOR TREE PROTECTION. MATERIAL AND SPACING SHOWN ALSO APPLIES TO CLF.
 3. QUANTITY OF FILTER FENCE AND CONSTRUCTION LIMIT FENCE DOES NOT INCLUDE MINIMUM LIMITS FOR TREE PROTECTION. TREE PROTECTION FENCING TO BE PER DETAIL THIS SHEET AND/OR AS DETERMINED IN THE FIELD.

FIBER ROLL NOTES:

1. FIBER ROLL SHALL NOT BE MADE FROM STRAW. FIBER ROLLS SHALL BE BOUND BY HIGH STRENGTH COIR NETTING, AND HAVE A MINIMUM WEIGHT OF 5 LBS PER LINEAL FOOT.
2. ORANGE SAFETY FENCE IS INTENDED TO PROTECT FIBER ROLLS FROM COMPRESSION BY VEHICLES, CONSTRUCTION EQUIPMENT, ETC. FENCES SHALL BE HIGH DENSITY POLYETHYLENE WITH A MESH OPENING OF APPROXIMATELY 1 INCH BY 4 INCHES AND A MINIMUM HEIGHT OF 4 FEET. SAFETY FENCE MAY BE OMITTED IN LOW TRAFFIC AREAS.
3. FIBER ROLL SILT BARRIER SHALL BE INSTALLED ALONG CONTOUR AND ON SLOPES 5H:1V OR FLATTER UNLESS OTHERWISE APPROVED BY TRPA.
4. THE INSTALLATION CONFIGURATION SHALL PREVENT RUNOFF FROM LEAVING THE SITE OR ENTERING A WATERCOURSE WITHOUT PASSING THROUGH A SILT BARRIER.
5. THE MAXIMUM LENGTH OF SLOPE DRAINING TO THE SILT BARRIER SHALL BE 100 FEET.
6. FIBER ROLL SHALL BE INSTALLED BY SHAPING A 4 INCH DEEP FURROW TO MATCH THE SHAPE OF THE LOG, SECURING IN FURROW WITH WOOD STAKES, AND TAMPING THE GROUND AROUND THE FIBER ROLL TO FILL VOIDS BETWEEN THE LOG AND THE GROUND.

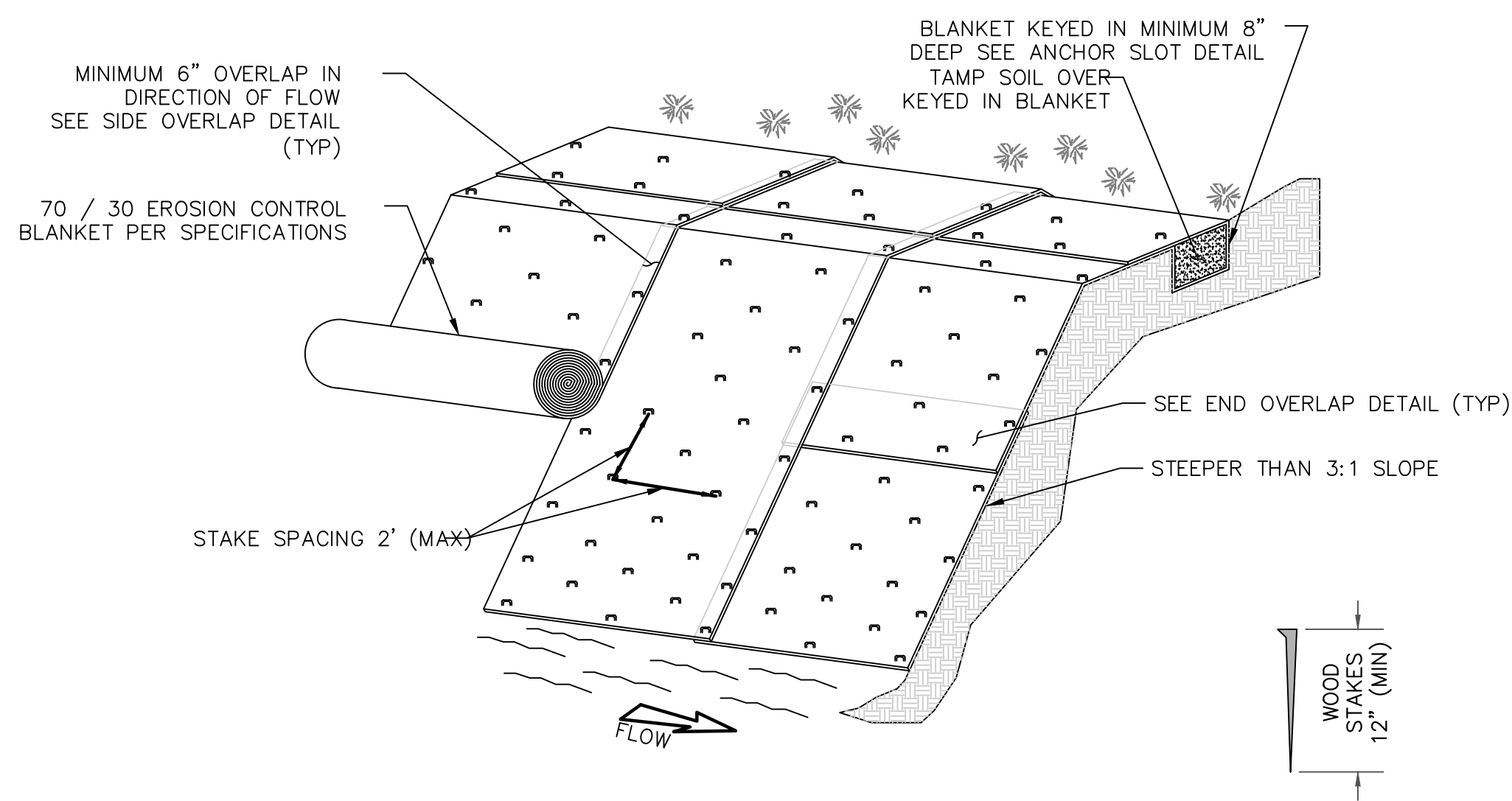
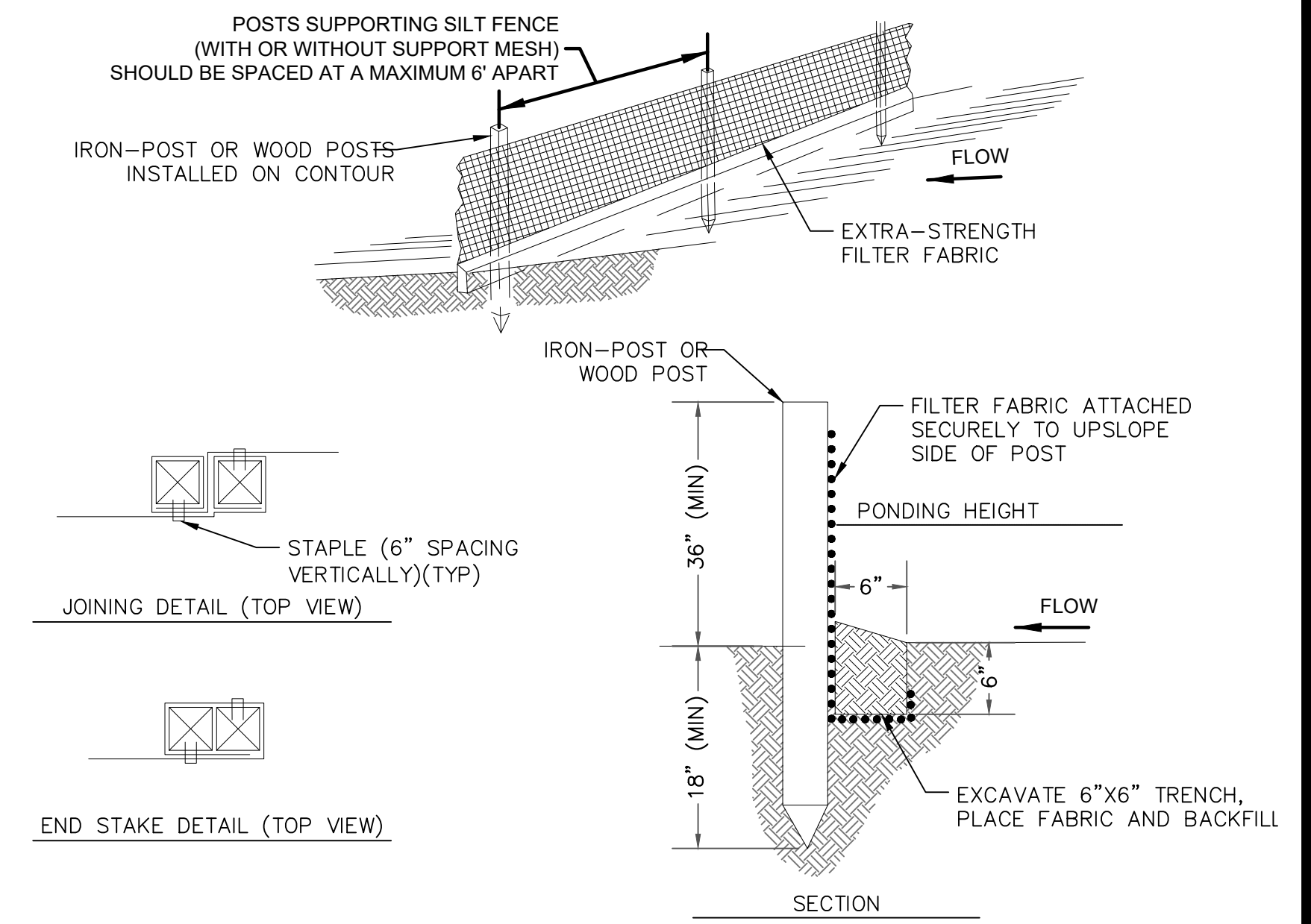
2 FIBER ROLL AND SILT BARRIER
D3 NOT TO SCALE



SILT FENCE NOTES:

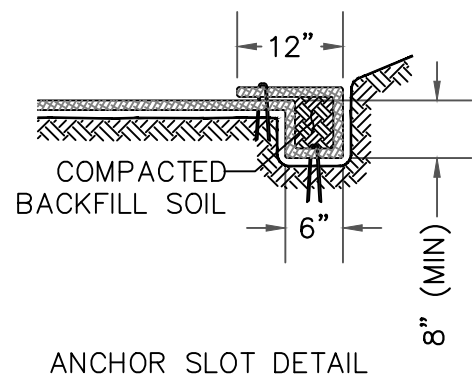
1. USED IN AREAS WHERE SHEET FLOW OCCURS.
2. DO NOT USE IN STREAMS, CHANNELS, OR ANYWHERE FLOW IS CONCENTRATED. DO NOT USE SILT FENCES TO DIVERT FLOW.
3. DO NOT USE BELOW SLOPES SUBJECT TO CREEP, SLUMPING, OR LANDSLIDES.
4. SILT FENCE SHOULD BE WOVEN POLYPROPYLENE WITH A MINIMUM WIDTH OF 36 INCHES AND A MINIMUM TENSILE STRENGTH OF 100 LB FORCE.
5. INSTALL ALONG A LEVEL CONTOUR SO WATER DOES NOT POND MORE THAN 1.5 FEET AT ANY POINT ALONG THE SILT FENCE.
6. THE MAXIMUM LENGTH OF SLOPE DRAINING TO ANY POINT ALONG THE SILT FENCE SHOULD BE 200 FEET OR LESS.
7. THE MAXIMUM SLOPE PERPENDICULAR TO THE FENCE LINE SHOULD BE 1:1.
8. PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND TO ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOES OF SLOPES OR OTHER OBSTRUCTIONS.
9. TURN THE ENDS OF THE FILTER FENCE UPHILL TO CREATE A "J" SHAPE, TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.
10. LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWN SLOPE FROM THE FENCE WHERE FEASIBLE.
11. SILT FENCES SHOULD REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
12. REMOVE SEDIMENT WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.

3 FILTER FENCE SILT BARRIER
D3 NOT TO SCALE

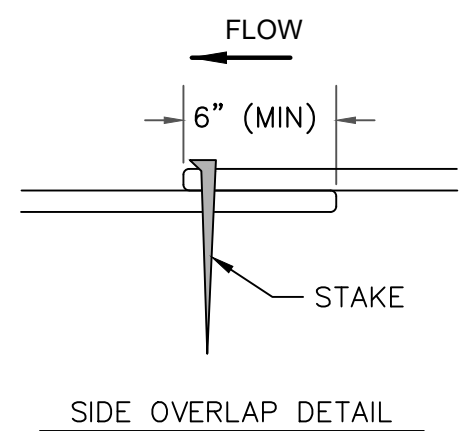


- NOTES**
1. SLOPE SURFACE SHALL BE SMOOTH, AND FREE OF ROCKS, DIRT CLOUDS, AND STICKS.
 2. APPLY SEEDING AND SOIL INOCULANT TO THE BANK BEFORE INSTALLING BLANKETS (SEE SPEC.).
 3. LAY BLANKETS LOOSELY AND STAKE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH BLANKETS. (SEE SPEC.).
 4. DRIVE STAKES FLUSH WITH BLANKET.

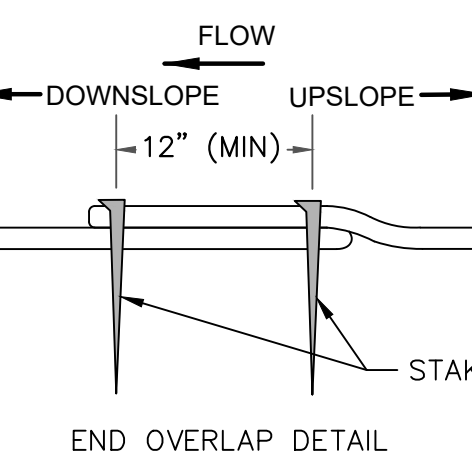
3 EROSION CONTROL BLANKET
D3 NOT TO SCALE



ANCHOR SLOT DETAIL

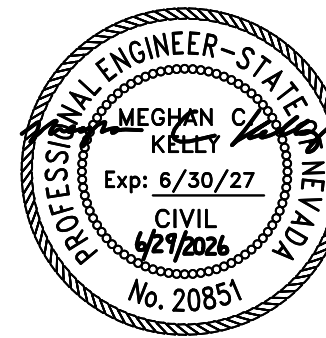


SIDE OVERLAP DETAIL



END OVERLAP DETAIL

ISSUED FOR BIDS
DATE: 07/2026



DESIGNED/DRAWN	EK/EK
CHECKED	MK
DATE	01/2026
SCALE	AS SHOWN
PROJECT	HOGAN COURT

APPENDIX D
PROJECT PERMITS



TRPA
 PO Box 5310
 128 Market Street
 Stateline, NV 89449

PERMIT

PROJECT DESCRIPTION: Hogan Court Drainage Improvement Project EIP #: 01.01.01.0220

APN: 129-100-00 TRPA FILE NO: EIPC2026-0022

PERMITTEE(S): Nevada Tahoe Conservation District COUNTY/LOCATION: Washoe/Incline Village

Having made the findings required by Agency ordinances and rules, TRPA approved the project on May 14, 2026, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit. This permit shall expire on May 14, 2029 without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action that has delayed or rendered impossible the diligent pursuit of the permit.

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

- 1) TRPA RECIEVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTECTS OF THE PERMIT;
- 2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATIFIED BY EVIDENCE BY TRPA’S ACKNOWLEDGEMENT OF THIS PERMIT;
- 3) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR CONTRACTOR

Shannon Friedman

May, 15, 2026

TRPA Executive Director/Designee

Date

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

Signature of Permittee(s)

Date:

Sf

EIP # 01.01.01.0220
TRPA File # EIPC2026-0002

Required Plans determined to be in conformance with approval: Date:

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

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This permit authorizes the installation of the Hogan Court Drainage Improvement Project in Incline Village, Washoe County, Nevada. The project will install a new storm drain junction box, 440 linear feet of storm drain pipe, and outlet protection to reduce embankment erosion from State Route 431. Improvements are planned for 2026.
2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, submit the final plans for TRPA review and approval.
4. An on-site inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the on-site improvements required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.
5. Prior to the pre-grade inspection submit a construction schedule.
6. All staging areas shall be approved by TRPA prior to mobilization. If staging is proposed off-pavement, a restoration plan shall be submitted and approved.
7. The color of rock, articulated block or concrete shall blend in with the native environment and be approved by TRPA prior to placement.
8. All above ground facilities, new or currently existing, such as sign posts, the back of signs, electrical boxes, etc. shall be colored brown and approved by TRPA prior to installation.
9. Temporary Best Management Practices (BMPs) are to be installed and maintained prior to excavation and during all phases of the proposed project.

10. Any trees to be removed shall be shown on the approved drawings. All other trees within areas of construction not shown to be removed shall be retained and protected from damage during construction. In no case shall any additional trees be removed without the written approval of the TRPA.
11. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.
12. Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable conditions (pursuant to Subsection 64.2.C of the TRPA Code of Ordinances). If a storm event is predicted to occur during active construction, immediately stop work and ensure that all temporary BMPs are in place and functioning.
13. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season. All disturbed areas shall be stabilized with a 3-inch layer of mulch or covered with an erosion control blanket.
14. All rock material (gravel, cobble, and boulders) shall be clean and thoroughly washed prior to arrival at the site to ensure that the rock is free of any silt or clay particles.
15. All waste resulting from the saw-cutting of pavement shall be removed using a vacuum (or other TRPA approved method) during the cutting process or immediately thereafter. Discharge of waste material to surface drainage features is prohibited and constitutes a violation of this permit.
16. Vegetation shall not be disturbed, injured or removed except in accordance with the TRPA Code or the conditions of project approval. All trees, major roots, and other vegetation, not specifically designated or approved for removal shall be protected according to methods approved by TRPA. All vegetation outside the construction site/project area boundary shall not be disturbed.
17. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Region is prohibited. All surplus construction waste materials shall be removed from the project site and disposed of at approved points of disposal.
18. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

19. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.
20. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT

TEMPORARY OCCUPANCY PERMIT

District 2 Permit No.: T – 114 – 26
Applicant: Nevada Tahoe Conservation District
Route: US 50, SR 28, SR 431
Milepost: DO & WA, Various
Type of Activity: Traffic Control – Lane & Shoulder Closure
FOR DEPARTMENT USE ONLY

PERMIT FOR TEMPORARY OCCUPANCY OF NEVADA
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the Provisions of NRS 408.423 and 408.210)

1. Location where the event and/or occupancy is proposed:

US 50, SR 28, SR 431 <small>Local name of highway</small>	US50/Kahle Drive, 5000 Hwy 28, and as needed <small>Street address or nearest cross street</small>
US50: between DO 0.8 and DO 0.9 <small>between Milepost</small>	SR28: between WA 0.4 and WA 0.5, & as needed <small>and Milepost</small>

2. Describe the event in detail, including the proposed route, the proposed date, and time of the event. Please attach plan sheets and/or drawings and traffic control plans for the proposed event.

For NDOT Agreement Number 212-23-019:

On US 50, SR 28, SR 431 in the Tahoe Basin, temporary traffic control will be provided as appropriate for shoulder or single lane closures.

NDOT Hydraulics Division Contacts: Tyler Thew (775-888-7574) and Sue McReavy (775-888-7604)

EVENT DATE(s): **May 2026** To: **December 2026**

3. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Nevada Tahoe Conservation District

Name of PERMITTEE

P.O. Box 915

Address

Zephyr Cove, NV 89448

City, State, Zip

05/07/2026

Date of Application

Permittee Representative

Meghan Kelly - District Manager

DocuSigned by:
Name and Title (Please print)

Meghan Kelly 05/12/2026

EE00920A0F954CA...
Signature

775-586-1610 Ext. 30

Telephone

mkelly@ntcd.org

Email

Permittee Representative Email

- 4. This temporary permit is valid for **ONE YEAR** from date of issuance or expires upon completion of the event.
- 5. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand.

THE EVENT SHALL BE SUSPENDED IF THIS PERMIT IS NOT LOCATED ON SITE.

- 6. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.
- 7. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

*** SEE ADDITIONAL TERMS AND CONDITIONS STARTING ON PAGE 3. ***

Prepared By: Initial
WD Inspector: DS
CB Supervisor: DS
SF

Reviewed By: Signed by:
Kelley Dawson 05/12/2026
0663A74D2BE468 District 2 Engineering Services Manager Date

This temporary Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and subject to the terms and conditions stipulated to perform the activity described.

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

Approved By: DocuSigned by:
Bhupinder Sandhu 05/12/2026
66A6A8C027DC445 Director of District Engineer Date

ADDITIONAL TERMS AND CONDITIONS

8. Unless specified in Condition 2, this permit does not grant approval for any construction activities within the NDOT right-of-way.
9. PERMITTEE shall contact the District 2 Permit Office a minimum of five (5) days prior to the anticipated date of work. Contact the District 2 Permit Office, by email at d2permitinspection@dot.nv.gov or by phone at 775-834-8330, option 2.
10. PERMITTEE shall coordinate all traffic control and work activities with the following agencies. Reference your permit number indicated above when providing work notification.
 - NDOT C911 Resident Engineer, Jeff Freeman by email at jfreeman@dot.nv.gov
 - South Shore Transportation Management Association, Steve Teshara by email at steveteshara@gmail.com
11. The hours of work shall be from 7:00 AM to 3:30 PM, daily, Monday through Friday, provided all through lanes of traffic are unrestricted by activity in progress. If traffic is restricted by activity in progress, hours of work shall be from 9:00 PM to 5:30 AM, nightly, Sunday night through Friday morning. Any change in work hours must receive prior written approval from NDOT. To obtain approval, submit a formal written request to the District 2 Permit Office. The request letter shall be addressed to the District Engineer, signed by the PERMITTEE, and submitted at least five (5) working days prior to the day you wish to work adjusted hours.
12. No work shall be allowed in the NDOT right-of-way from 5:00 AM the working day before a holiday through 7:00 PM the working day after a holiday, unless prior written approval has been given by NDOT. To obtain approval, submit a formal written request to the District 2 Permit Office. The request letter shall be addressed to the District Engineer, signed by the PERMITTEE and submitted at least five (5) working days prior to the day requested.

NDOT recognized holidays are as follows:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth National Independence Day
- July 4, Independence Day
- First Monday in September, Labor Day
- Last Friday in October, Nevada Day
- November 11, Veteran's Day
- Fourth Thursday in November, Thanksgiving Day
- Fourth Friday in November, Family Day
- December 25, Christmas Day

13. No work shall be allowed the working day before, during, and the working day after scheduled special events. It is the PERMITTEE's responsibility to become aware of local or special events scheduled in the area of construction.

14. No pavement shall be cut.

TRAFFIC CONTROL

15. Traffic control shall be set up as shown on the attached plans, unless otherwise noted herein or directed by the District 2 Permit Inspector. Any deviation from the attached plans will require prior approval from the District 2 Permit Office.

16. All persons working in the NDOT right-of-way shall wear OSHA approved reflective clothes, not limited to hats and vests. All vehicles occupying the public Right-of-Way shall be equipped with reflective markings and an overhead strobe light. Survey staff shall use all possible caution while performing facility or topographic surveys.

17. PERMITTEE shall set up traffic control to accommodate for the needs of pedestrians and bicyclists.

18. The work of setting up and tearing down traffic control devices, as required, shall be completed each day, within the hours specified on the permit and/or on the approved traffic control plan. All traffic control devices shall be completely removed from the roadway and sidewalk at the end of the permitted activity period.

19. PERMITTEE shall only use legalized interstate exits as turnarounds. PERMITTEE shall not use emergency vehicle turnarounds or highway center medians as a means of travel or use for U-turns.

20. Per MUTCD PERMITTEE shall ensure the buffer space be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped traffic.

21. All traffic control shall conform to the current *Manual on Uniform Traffic Control Devices*, "Chapter 6," and *The Nevada Department of Transportation Standard Plans for Bridge and Road Construction*, 2022 Edition.

22. Regardless of traffic control operations, do not stop public traffic for more than a 20-minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay). Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume.

23. All Category 1 & 2 Traffic Control Devices used on NDOT maintained roadways must be National Cooperative Highway Research Program *Report 350* compliant. The PERMITTEE and/or the contractor shall have the manufacturer's certificates of compliance available upon request.

SITE MAINTENANCE

24. PERMITTEE shall be responsible for maintaining the integrity of the roadway surface. Dust, dirt, mud, gravel, etc. carried onto the roadway surface shall be removed on a regular basis (at least once a day or as requested by NDOT personnel). Failure to comply may result in NDOT having the roadway cleaned and the cost for the clean-up billed to the PERMITTEE.
25. PERMITTEE shall not disturb signs, object markers, milepost panels, marker posts and guideposts.
26. PERMITTEE shall re-install signs, object markers, milepost panels, marker posts and guideposts disturbed during construction by the end of the working day.
27. The NDOT right-of-way shall be returned to the original condition. Road travel way shall remain clean and free of debris at all times. Removal of trash and debris will be the responsibility of the PERMITTEE.
28. PERMITTEE shall not use the NDOT right-of-way for parking or staging. All activities shall be accomplished outside of the NDOT right-of-way.

EMERGENCY

29. During business hours, emergency work on permitted facilities must be authorized by the District 2 Permit Inspector.
30. During non-business hours, notify the NDOT District 2 Utilities 24/7 Hotline of any emergency at (775) 834-8344. Provide the NDOT Road Operations Center the following information:
 - PERMITTEE's contact information for the emergency. NDOT Road Operations Center may need to call back to follow up.
 - Temporary occupancy permit number
 - Location of the emergency
 - Description of emergency
 - Description of the traffic impact (shoulder closure, lane closure, etc.)
 - Give an estimated time duration to mitigate the incident.
31. After an emergency event, the PERMITTEE shall follow up with the District 2 Permit Office and submit a new Temporary Occupancy Permit application summarizing the emergency event. Contact your District 2 Permit Inspector for any questions and comments.