

SOLICITATION DOCUMENTS & SPECIFICATIONS

FOR

**PITTMAN TERRACE WATER QUALITY
IMPROVEMENT PROJECT
GLENBROOK
DOUGLAS COUNTY, NEVADA**

BY

NEVADA TAHOE CONSERVATION DISTRICT

400 DORLA COURT

ZEPHYR COVE, NEVADA 89448

(775) 586-1610

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FOR
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GLENBROOK, DOUGLAS COUNTY, NEVADA**

INDEX

	Page No.
1. Notice to Contractors.....	N-1
2. Scope of Work.....	S-1
3. Instructions to Bidders.....	I-1 to I-2
4. Bid Proposal	P-1
5. Bid Schedule.....	P-2
6. Bid Alternate Schedule.....	P-3
7. Bid Summary	P-4
8. Preferential Bidder Status.....	P-5
9. Preferential Bidder Status Affidavit.....	P-6
10. Bid Bond.....	P-7 to P-8
11. General Contractor Form	P-9
12. Five Percent List of Responsible Trades.....	P-10
13. Two Hour One Percent List of Responsible Trades.....	P-11
14. Affidavit of Non-Collusion	P-12
15. Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility of Voluntary Exclusion.....	P-13
16. Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements	P-14
17. Qualification of Bidder Certificate.....	P-15
18. Agreement Form.....	C-1 to C-5
19. Labor and Material Payment Bond.....	L-1 to L-2
20. Performance and Completion Bond	PB-1 to PB-2
21. Public Works Construction/Indemnification and Insurance Specifications - Exhibit A	IS-1 to IS-4
22. Special Technical Provisions and Attachments	Exhibit A
23. Project Permits	Exhibit B

NOTICE TO CONTRACTORS

1. Proposals will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **4:00 P.M. on June 6, 2018** for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA”**. Proposals will be internally reviewed and scored by NTCD personnel. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting.
2. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications. If submitting a proposal by email, electronic copies of the forms may be requested.
3. No proposal will be considered unless accompanied by a cashier’s check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to Nevada Tahoe Conservation District as provided for in the General Conditions. The Engineer’s Estimate for the Project is between \$290,000 and \$350,000.
4. Project Contract Documents may be obtained at no cost at Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada 89448 or electronically via email.
5. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The contract work shall be commenced upon receiving the NOTICE TO PROCEED. The Notice to Proceed will be issued by the NTCD after execution of the contract.
6. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. If the contract sum is \$250,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which are available at the office of the Nevada State Labor Commission.
7. The Contractor shall visit the project site and familiarize himself with the scope of the Project PRIOR TO SUBMITTING A BID. If the Contractor finds any errors, omissions, or discrepancies in the plans or specifications, he shall notify the Engineer immediately.
8. No grading may be performed outside the period between October 15 and May 1 without written permission from the TRPA.

SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, traffic control, signage, and all other incidental items necessary to perform and complete, in a workmanlike manner, the work described within and required for:
 - Construction special technical provisions as prepared by Nevada Tahoe Conservation District (NTCD).
 - Construction of Pittman Terrace Water Quality Improvement Project improvements (refer to plans prepared by NTCD) including, but not limited to:
 1. Install stormwater conveyance rock lined and block channels with associated features
 2. Install and retrofit infiltration features and associated inlets and pipes
 3. Install stormwater culvert and trench drain
 4. Grading for a dirt access path
 5. Protection of existing utilities
 6. Remove and dispose of existing improvements as necessary.
 7. Provide temporary erosion control and perform traffic control.
 8. Haul any extra material to approved disposal site.
 9. Repair all existing site improvements damaged during the course of the work.
 10. Work must be completed by October 15, 2018 unless written approval from NTCD and TRPA is obtained by the Contractor.
2. **CONFORM WITH THE FOLLOWING SCHEDULE:** Work may begin no earlier than June 15, 2018 in order to assure the site is dry and all permits are in place. Work must be completed by October 15, 2018 unless written approval is given by NTCD and TRPA. Construction shall be completed within thirty (30) working days from the date the Contractor is issued the Notice to Proceed. If the construction schedule cannot be completed within the scheduled time due to circumstances beyond the Contractor's control, the construction schedule can be extended through a revised schedule established at the discretion of Nevada Tahoe Conservation District and retention shall be held until construction work is completed.
3. **PERMITS AND LICENSES:** NTCD will provide the Tahoe Regional Planning Agency (TRPA), Nevada Department of Transportation (NDOT), and Douglas County permits. The Contractor shall obtain any other permits and licenses required to complete this work. The Contractor shall procure and maintain, at his expense, all licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work.
4. **UTILITIES:** There are known utilities in the project site and general locations of existing known utilities are shown on the plans. However, it is the contractor's responsibility to verify the utility locations and contact the engineer if any discrepancies are found between the plans and what is verified in the field. Coordinate with the Engineer and utilize call before you dig, underground services prior to any work on site.
5. **BID IRREGULARITIES:** The NTCD reserves the right to reject any or all bids and to withhold award for up to thirty (30) days. If there are minor irregularities or informalities in any bid or in the bidding process, the NTCD reserves the right to waive provisions of the specifications relating to said minor irregularities of informalities.

INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

1. Proposals will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **4:00 P.M. on June 6, 2018** for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA”**. Proposals will be internally reviewed and scored by NTCD personnel. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting.
2. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Bids will be accepted only on the complete project as outlined in the Scope of Work. No partial bids will be accepted.
4. Bidder shall visit the site and know all requirements of work within these specifications to his/her satisfaction before submitting a bid.
5. Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should he be in doubt as to their meaning, he should at once notify NTCD, who will send a written instruction to all bidders. Neither NTCD nor the Engineer will be responsible for any oral instructions.
6. Any written instructions, bulletins or drawings issued to bidders by NTCD or Engineer during the course of bidding shall be covered in the proposal, and in closing a contract, they will become a part thereof.
7. The Agreement Form attached hereto will be used in executing a contract for this work.
8. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Nevada Tahoe Conservation District as provided in the General Conditions. The Engineer's Estimate for the Project is between \$290,000 and \$350,000.
9. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The Notice to Proceed will be issued by NTCD after execution of the contract and confirm the date by which work under the contract must commence. Construction shall be completed within thirty (30) working days from the date the Contractor is issued the Notice to Proceed. All project work shall be completed by October 15, 2018.
10. Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty but as liquidated damages, FIVE HUNDRED DOLLARS (\$500.00) for each day required to complete the work in addition to the period of time hereinbefore set forth.
11. A Labor & Material Payment Bond and a Performance & Completion Bond, each in an amount equal to one hundred percent (100%) of the total contract sum, shall be provided by the successful contractor in accordance with the forms as shown on Pages L-1 through L-2 and PB-1 through PB-2 herein. Said bonds shall be in favor of "Nevada Tahoe Conservation District, a political subdivision of the State of Nevada".
12. Bidders attention is directed to the Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.

13. NTCD reserves the right to reject any or all bids and to withhold award for up to thirty (30) days. If there are minor irregularities or informalities in any bid or in the bidding process, NTCD reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.
14. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. If the contract sum is \$250,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which are available at the office of the Nevada State Labor Commission.
15. Award of the contract will be made to the best value bid considering lowest cost, similar successful project work, and responsiveness of bidder as determined by the NTCD in compliance with the bid documents and which, in the NTCD's sole judgment, best meet the NTCD's needs. In the event that additive alternate and/or optional bid items are requested by the NTCD, in determining the low bid, the NTCD reserves the right, within its sole judgment and discretion, to make the award of the base bid alone, or of the base bid with alternates and any combination or order of additive optional bid items which represent the lowest overall bid combining the base bid, alternates and optional bid items selected by the NTCD. The selected combination and/or order of any additive alternate bid items along with the base bid shall be final at the time of award.
16. Pursuant NRS 338.143 a person or firm who files a notice of protest regarding the award of a public works contract is required to post with NTCD a security in the form of; a bond, or certificate of deposit containing an acknowledgement by a qualified financial institution that a sum of money has been received. The security shall be equal to the lesser of twenty five percent of the value of the protester's bid or \$250,000. The security is required to be posted at the time of the filing of the written notice of protest.
17. The bidder's attention is directed to NRS 338.147. All bidders who would like to claim preferential bidder status should read the "Preferential Bidder Status" form and submit required documents with the Bid Proposal and Schedule. **A copy of a valid Nevada State Contractor's Board, Interim Certificate of Eligibility shall be submitted with the bid proposal.** It is the intent of NTCD to enact the provisions of NRS 338 in regards to preferential bidder status only in the event that a 5% preference is utilized in the determination of the low bidder.
18. Each Contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work must comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

BID PROPOSAL

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

Gentlemen:

I (we) hereby submit my (our) proposal for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered _____ through _____, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

BID SCHEDULE

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

BASE BID: Pittman Terrace Water Quality Improvement Project construction per bid items. All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization and Demobilization		
2	1	LS	Temporary Erosion Control		
3	1	LS	Traffic Control		
4	1	LS	Demolition and Existing Infrastructure		
5	1	LS	Clearing and Grubbing		
6	1	LS	Protect Existing Utilities (Electric/Communication, Sewer, Private Water)		
7	16	LF	Install 15" RCP		
8	1	EA	NDOT Type 1 Headwall		
9	100	LF	Remove and Relocate Existing Historic Fencing		
10	1	LS	Micro Basin and Overflow Structure		
11	126.3	CY	Grading Cut		
12	102.9	CY	Grading Fill		
13	22	CY	Fill and Compact Existing Ditch		
14	160	LF	Block Channel		
15	337	LF	Rock Lined Channel		
16	14	EA	Rock Drop Structures		
17	26	LF	Trench Drain & Pavement Patch		
18	1	LS	Friedhoff Infiltration Feature		
19	1	LS	Retrofit NDOT Infiltration System		

BASE BID TOTAL (in numerals) _____

BASE BID TOTAL (in words) _____

BID ALTERNATE SCHEDULE

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

BID ALTERNATE: Pittman Terrace Water Quality Improvement Project construction per bid items. All items not covered in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Alternate Items.

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
Alt-1	1	LS	Demo Existing and Install Proposed Pittman Terrace Infiltration Feature		

BID ALTERNATE TOTAL (in numerals) _____

BID ALTERNATE TOTAL (in words) _____

BID SUMMARY

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

TOTAL BASE BID: \$ _____

TOTAL BID ALTERNATE: \$ _____

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Engineer.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Name of Firm _____

By _____

Address _____

Phone _____

Fax _____

Email _____

Nevada Contractor's License

No. _____

Date _____

WITNESS

PREFERENTIAL BIDDER STATUS

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

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

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

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

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

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

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

By: _____

Title: _____

Signature: _____

Date: _____

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

State of _____)

)ss.

County of _____)

Notary Signature

STAMP AND SEAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____

(legal description and address of Surety)

authorized to do business of Surety in the State of Nevada, as Surety, are held and firmly bound unto Nevada Tahoe Conservation District, as NTCD, in the sum of _____ Dollars (\$_____), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.

Signed this ____ day of _____, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to NTCD, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT”**.

Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the NTCD, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the NTCD may accept such bid; and said Surety does hereby waive notice of such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year first set forth above.

Principal

(Seal)

By

Surety

(Seal)

By

BID BOND (continued)

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2018, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Principal
authorized to sign the foregoing Bid Bond.

NOTARY PUBLIC

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2018, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Surety authorized
to sign the foregoing Bid Bond.

NOTARY PUBLIC

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____
(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

GENERAL CONTRACTOR

(Firm Name)

(Nevada Contractors License #)

(Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

___ a corporation ___ a partnership ___ sole proprietorship

Principal Officers:

Name

Title

Signature

Owners Not Listed Above:

I _____ (Name of Officer) certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

Signature and Title of Officer

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

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

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

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

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

AFFIDAVIT OF NONCOLLUSION

State of _____)
) SS
County of _____)

I, _____ (Name of party signing this affidavit and the Proposal Form),
_____ (title), under penalty of perjury, being duly sworn, depose and
say: That _____ (name of person, firm, association, or corporation) has
not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in
restraint of free competitive bidding in connection with this Contract.

Signature

Title

SUBSCRIBED AND SWORN to before me
this _____ day of _____, _____.

NOTARY PUBLIC

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

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

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

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

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

The undersigned bidder, proposed contractor or subcontractor certifies that:

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

Name of Bidder

Name and Title of Authorized Representative

Signature

Date

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the water quality improvement project and associated revegetation as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Provisions prepared by NTCD and submitted all qualification as stated in 102.01 Description together with the bid document.

Contractor Qualifications _____

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

AGREEMENT FORM

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, acting through its Board of Supervisors, hereinafter called the "NTCD" and _____

General Contractor, Nevada State License No. _____, hereinafter called the "Contractor".

W I T N E S E T H :

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

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work described in the Specifications entitled "**PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA**" prepared by the Nevada Tahoe Conservation District, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within thirty (30) working days from the date the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

Should the Contractor fail or refuse to complete the work within the stipulated timeframe, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, FIVE HUNDRED DOLLARS and NO CENTS (\$500.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that the NTCD has failed to appropriate or budget funds for the purposes specified in this agreement, or that NTCD has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction.

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Engineer within seven (7) calendar days after the beginning of the delay; otherwise, they will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the NTCD or the Engineer, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the contract time may be extended by change order for such reasonable time as the NTCD may determine.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the NTCD agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the NTCD or its employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of contract time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish information, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of contract time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.
2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, or the completion of the whole work within the time specified.

3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the NTCD, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the NTCD shall, once each month, make an estimate of the total amount of work completed to date and the monetary value thereof and make a partial payment on the Contract.

The NTCD shall retain ten percent (10%) of such estimated value of the work done as part security for the fulfillment of the Contract and shall pay monthly to the Contractor, while carrying on the work the balance not retained, after deducting there from all previous payments.

The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

NTCD shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by NTCD in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the NTCD may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the NTCD for a final inspection and acceptance of the work; if, in the NTCD's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the NTCD will cause a Notice of Completion to be filed with the Douglas County Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the NTCD, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by NTCD including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the NTCD. Contractor shall submit proof satisfactory to the NTCD that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The NTCD shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Engineer the amount set forth in the contract documents. This sum is to be paid in the manner and under the conditions here in before specified.

Article 7. 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 8. 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:

- o Notice to Contractors

- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- General Contractor Information Form
- Five Percent List of Responsible Trades
- Two Hour One Percent List of Responsible Trades
- Affidavit of Non-Collusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Agreement Form
- Labor & Material Payment Bond
- Performance and Completion Bond
- Special Provisions to the Standard Specifications for Public Works Construction, 2016, or latest edition
- General Provisions of the Standard Specifications for Public Works Construction, 2016, or latest edition
- 100% Engineer Stamped Design Plan Set for the **Pittman Terrace Water Quality Improvement Project**
- Exhibit A – Construction/Indemnification and Insurance Specifications
- Exhibit B – Special Technical Provisions by NTCD
- Exhibit C – Project Permits
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

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

- a) This Agreement
- b) Plan Set Drawings
- c) Special Technical Provisions by NTCD
- d) Standard Specifications

Article 9. Nondiscrimination. In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this article constitutes a material breach of the Contract.

Article 10. Veteran's Preference. As provided in NRS 338.130, Contractor agrees as follows:

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

(a) First: To persons who:

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

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

NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of NTCD to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. In the event that the Contract sum as listed above exceeds Two Hundred and Fifty Thousand Dollars (\$250,000.00) or more due to a change order, Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the NTCD, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the NTCD, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. NTCD has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A, pages 1-5, is included by reference. All conditions and requirements identified in this exhibit shall apply to any work completed under this Agreement.

Article 13. 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 14. 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 15. Laws and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor, equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Douglas County, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NEVADA TAHOE CONSERVATION DISTRICT, by:

GLEN SMITH, Chairman
NEVADA TAHOE CONSERVATION DISTRICT

On this _____ day of _____, 2018, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, as Chairman of the Nevada Tahoe Conservation District Board of Supervisors, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

CONTRACTOR

On this _____ day of _____, 2018, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

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 "PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA" 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 _____, 2018.

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 _____, 2018.

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 _____, 2018.

Notary Public

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 **"PITTMAN TERRACE QATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA"** 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 _____, 2018.

PRINCIPAL: _____

By: _____

(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, 2018.

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 _____, 2018.

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 _____, 2018.

Notary Public

Exhibit A

CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

INTRODUCTION

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

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

INDEMNIFICATION AGREEMENT

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

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

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by NTCD. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the NTCD to make any payment under this Agreement to provide NTCD with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

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

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

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

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

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

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Property Coverages

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NTCD except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

SAFETY PROGRAM

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

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

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

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

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

Exhibit A

SPECIAL TECHNICAL PROVISIONS

SPECIAL TECHNICAL PROVISIONS

FOR

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

DOUGLAS COUNTY, NEVADA

FOR USE WITH:

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

PREPARED BY:



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Date: May 2018

Contents

SECTION 100 – GENERAL	1
SECTION 102 – CONTRACTOR QUALIFICATIONS.....	1
SECTION 110 – ORDER OF WORK.....	2
SECTION 120 – PROJECT PERMITS	3
SECTION 125 – STORM WATER POLLUTION PREVENTION COMPLIANCE	5
SECTION 130 – MOBILIZATION & DEMOBILIZATION	6
SECTION 140 – STAGING AND STORAGE	8
SECTION 145 – SUBMITTALS	10
SECTION 150 – TRAFFIC CONTROL.....	11
SECTION 155 – CONSTRUCTION STAKING	14
SECTION 160 – TEMPORARY EROSION CONTROL.....	15
SECTION 170 – CLEARING AND GRUBBING	26
SECTION 175 – DEMOLISH AND EXISTING IMPROVEMENTS	28
SECTION 180 – EXISTING UTILITIES AND UNDERGROUND FACILITIES.....	31
SECTION 190 – REMOVE AND RESTORE EXISTING HISTORIC FENCE	34
SECTION 195 – TRENCH EXCAVATION AND BACKFILL	34
SECTION 200 – GRAVEL, COBBLE, ROCK, BOULDER & OTHER AGGREGATES	35
SECTION 205 – EARTHWORK	40
SECTION 210 – RIENFORCED CONCRETE PIPE (RCP) CULVERT	45
SECTION 215 – CULVERT HEADWALL.....	48
SECTION 216 – MICROBASIN	48
SECTION 220 – INFILTRATION FEATURES.....	49
SECTION 225 – TRENCH DRAIN	51
SECTION 230 – PROPOSED CHANNELS	52
SECTION 260 – REVEGETATION	56

SECTION 100 – GENERAL

101.01 Description

The work described herein shall conform to the Contract Documents, Project Plans, Standard Specifications, these Special Technical Provisions, and Project Permits. Standard Specifications, as referred to in these Special Technical Provisions, are the Standard Specifications for Public Works Construction – Douglas County “Orange Book,” current edition. These Special Technical Provisions are supplemental to the Standard Specifications. Where applicable in the Nevada Department of Transportation (NDOT) right of way, the NDOT Standard Specifications for Road and Bridge Construction, current edition (NDOT Standard Specifications).

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

SECTION 102 – CONTRACTOR QUALIFICATIONS

102.01 Description

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

1. Project descriptions of similar projects to the Pittman Terrace Water Quality 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 Pittman Terrace Water Quality Improvement Project and past similar experience on other projects. The experience to be demonstrated above is required to meet the following minimum requirements:

- A. The Contractor and his/her designated Foreman is required to have successfully performed a minimum of one (1) project, within the past five (5) years, which included work components of a similar scope and nature as to that which is indicated herein consisting of minimum project total costs of \$100,000 and contract times exceeding 15 days.

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

the Contractor meets the qualifications is at the sole discretion of the Nevada Tahoe Conservation District. The Contractor shall have 48 hours after bid close to clarify qualifications and show proof of experience.

102.02 Measurement and Payment

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

SECTION 110 – ORDER OF WORK

110.01 Description

The construction of this project shall conform to the Contract Documents, Plans, Standard Specifications, and these Special Technical Provisions. Prior to commencing work, the Contractor shall submit to the Engineer a sequence and schedule of work for review and acceptance in accordance with the Standard Specifications and these Special Technical Provisions. The schedule shall include all work necessary for a full and complete project as shown on the 100% Design Plans and described in these Special Technical Provisions.

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

The order of work shall be as follows:

1. Verification of all underground utilities 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. Construction of project as shown on the project plans and as described in these Special Technical Provisions. Contractor may select sequence for construction.
5. 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.
6. Pre-Final site walk with the Engineer, Contractor, Douglas County, NDOT, and TRPA.
 - a. Development of project punchlist (by Engineer).
7. Completion of punchlist items.
8. Final site walk with Engineer and Contractor.

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

The Contractor will be responsible for meeting all the requirements of all the regulations and requirements set forth by TRPA, Douglas County, NDEP, NDOT, and all other permitting and funding

agencies. In the event fines are levied by any of these agencies, the Contractor shall be solely responsible for all costs associated with these fines. In the event the project receives a stop work order by any entity, the Contractor will not be granted any additional working days. The working days during which no work is performed will be counted as contract working days, even though the Contractor is unable to work due to the stop work order.

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

110.02 Measurement and Payment

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

SECTION 120 – PROJECT PERMITS

120.01 Description

This project is located within Douglas County, Nevada and the Lake Tahoe Basin, which is regulated by Douglas County, the Tahoe Regional Planning Agency (TRPA), and the Nevada Division of Environmental Protection (NDEP). Finally, a portion of the work is within the NDOT right-of-way, which requires the issuance of an encroachment permit by NDOT.

The project permits have not been received for the project at the time of Bid, however 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 and diversion practices, revegetation and restoration requirements, and all other agency approval conditions. The area of disturbance for this project is less than one acre and therefore is not expected require a NDEP approved Stormwater Pollution Prevention Plan (SWPPP). The Contractor is responsible for meeting all NDEP requirements.

In addition to TRPA and NDEP stormwater discharges and temporary erosion control and BMP requirements, the Contractor shall be responsible for complying with all Douglas County and NDOT permits and other agency 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 Douglas 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, or other 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, NDEP, and NTCD staff are present. The Contractor shall follow the requests of the reviewing environmental agencies as necessary to bring the construction site temporary erosion control devices and BMPs into compliance with the permit(s) requirements, regulations, and other provisions of these Special Technical Provisions. 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, TRPA, and NDEP to do such.

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

- All tools, equipment and vehicles used for project implementation are required to be weed-free.
- All tools, equipment and vehicles will be cleaned of all attached mud, dirt, and plant parts. This will be done at a vehicle washing station or steam cleaning facility (power or high pressure cleaning) before the equipment and vehicles enter the project area, and before vehicles enter the Lake Tahoe Basin (if they originate from outside the Basin).
- All soil, fill, gravel, rock, mulch, seed, organic matter or other imported materials are required to be weed-free. Use onsite soils, gravel, rock, or organic matter when possible. Otherwise, obtain materials from pits, quarries, nurseries, and other sources that are certified or have been determined to be weed-free by the noxious weed coordinator of the USFS Lake Tahoe Basin Management Unit.
- Minimize the amount of ground and vegetation disturbance in the construction areas. Reestablish vegetation on all disturbed bare ground to minimize weed establishment and infestation.
- Use weed-free mulches, and seed sources. Salvage topsoil from project area for use in onsite revegetation, unless contaminated with noxious weeds. All activities that require seeding or planting must utilize locally collected native seed sources when possible. Plant and seed material should be collected from or near the project area, from within the same watershed, and at a similar elevation when possible. Persistent non-native such as *Phleum pratense* (cultivated timothy), *Dactylis glomerata* (orchard grass), or *Lolium* spp. (ryegrass) will not be used. This requirement is consistent with the USFS Region 5 policy that directs the use of native plant material for revegetation and restoration for maintaining "the overall national goal of conserving the biodiversity, health, productivity, and sustainable use of forest, rangeland, and aquatic ecosystems." Seed mixes should be accepted by the Engineer.

- Staging areas for equipment, materials, or crews shall not be sited in weed infested areas.

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
- NDOT – *Right-of-way Occupancy*
- Douglas County – *Site Improvement Permit*

NDOT Encroachment permit requirements for traffic control can be expected to include restrictions for single lane closure during daylight hours to be before June 15th or after Labor Day. Restrictions shall also be expected into include no 24-hour lane closure. Protections will need to be put up before and taken down after each work day. Staging Area 2 protections shall be included in the Traffic Control Plan. See Section 150, Traffic Control. The final encroachment permit will dictate restrictions for working in the NDOT right of way.

120.02 Measurement and Payment

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

SECTION 125 – STORM WATER POLLUTION PREVENTION COMPLIANCE

125.01 Description

The Contractor shall implement the requirements for erosion control due to storm water and construction related runoff from construction sites as established under Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) 445A. It shall be the Contractor's responsibility to provide day-to-day operational control of activities and the implementation of Best Management Practices (BMPs) that are necessary to control and reduce the pollution of Waters of the US from stormwater discharges and other pollutants and runoff associated with construction activities, and to ensure compliance with the requirements of National Pollutant Discharge Elimination System (NPDES) permit coverage. Because the area of disturbance is less than one (1) acre, the creation of a SWPPP, under the NDEP stormwater general permit, will likely not be necessary. However the Contractor shall be responsible for the creation and implementation of a SWPPP if NDEP deems one necessary. Work shall include, but is not limited to:

- Furnishing all materials
- Implementing all practices and installing, constructing and maintaining all BMPs and temporary and/or permanent control measures for the duration of the project
- Adhering to NDEP and TRPA regulations and permits

125.02 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 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 – MOBILIZATION & DEMOBILIZATION

130.01 Mobilization

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

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

130.02 Project Sign

Mobilization shall include construction and erection of one project sign. The project sign shall be constructed in accordance with details provided within the Project Plans and located as directed by the Engineer. The project sign shall be constructed within ten (10) working days after notice to proceed. Maintenance of the project sign is the Contractor's responsibility until the sign is removed by the Contractor at the end of the construction contract. For this project, one (1) project sign will be erected.

130.03 Demobilization

Demobilization shall consist of the removal of all materials, equipment, signage, temporary pollution control materials, trash, debris, and all other items imported to or generated on-site as a result of the work completed by the Contractor and his/her operations. Furthermore, demobilization shall include cleaning the existing and installed drainage improvements including drainage inlets, sediment traps, 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. Revegetation that is necessary to restore disturbance outside of the work area is the sole responsibility of the Contractor.

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

130.04 Record Drawings

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

Record drawings plans shall be provided to the Engineer for acceptance within one (1) calendar month after project completion as defined by the Engineer. 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.

130.05 Measurement and Payment

Mobilization and Demobilization, as described above shall be considered one bid item. Project Sign, as described above shall be considered as included with Mobilization and Demobilization and no additional compensation shall be allowed for. Record Drawings, as described above shall be considered as included with Mobilization and Demobilization and no additional compensation shall be allowed for. Cleaning of existing and installed improvements shall be considered as included with Mobilization and Demobilization and no additional compensation shall be allowed for. Mobilization and Demobilization shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work.

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

Specifications, these Special Technical Provisions, 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 140 – STAGING AND STORAGE

140.01 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, these Special Technical Provisions, and any easement provisions. These staging/storage areas are controlled by various private and public entities and shall be maintained at all times in a clean and safe environment, including any provisions for rights-of-entries issued by land owners. 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.

Storage of construction materials, supplies, and equipment within the public right-of-way is prohibited. At no time shall materials, supplies, or equipment be stored or stockpiled within twenty (20) feet of a travel lane unless separated by guardrail or concrete barrier rail in accordance with NDOT requirements and the Standard Specifications.

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

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

Set-up, use, and restoration of all staging/storage areas requires the Contractor to protect all existing facilities, equipment, vegetation, utilities (above and below ground/grade) and surface features (such as, but not limited to, fences, posts, signs, boulders, landscaping, slopes, etc.) in place. Should the Contractor's operations damage any of these items the Contractor shall replace, in kind, the damaged or destroyed item. The damage or destruction of any item will be determined by the Engineer during the course of construction or at the final punchlist development. In the event the Contractor needs to

relocate any item (boulder, fence, etc.) the Contractor shall replace the item to its original location. If the relocated item is damaged, as determined by the Engineer, the Contractor will be required to replace the damaged item with an in-kind replacement. No additional compensation will be allowed for any relocation, or replacement of damaged items, this will be at the sole cost to the Contractor.

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 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, area shall be thoroughly cleaned and raked so that revegetation can be installed by others. 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.

Staging area located in the NDOT right of way will need the approval of NDOT before use.

140.02 Coordinating with Adjacent Private Property

Contractor shall coordinate work with the property owner so that work will minimize inconvenience to property owner. Contractor shall notify adjacent private property owners and business owners in writing 10 Days prior to the start of construction and at least 48 hours in advance of the interruption of utility service or the interruption of access, or the installation of bituminous material. A copy of the notice is to be submitted to the NTCD at the same time. Contractor shall maintain access to homes at all

times. Private property shall not be used to store construction equipment or material unless permission is granted by the property owner.

140.04 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 for.

SECTION 145 – SUBMITTALS

145.01 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)

145.02 Submittals Required

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

- Construction Schedule
- 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
- Chinking, cobble, boulders, and gravel 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
- Pipe and fittings
- Shop drawings and installation specifications for structures, including the culvert, headwalls, trench drain, drainage inlet, and structures
- 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"
- Record Drawings

145.03 Measurement and Payment

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

150.01 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) and the State of Nevada Department of Transportation (NDOT) Standard Specifications and Plans for Road and Bridge Construction where applicable.

The Contractor shall submit four (4) copies 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 seven (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 NTCD 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. Approvals will be required from Douglas County and NDOT.

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 NDOT 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.

150.02 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.

150.03 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, the NDOT Standard Plans for Road and Bridge Construction, 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 work day, 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 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 with a minimum 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.

Type I or Type II barricades will not be permitted for use to prevent vehicle traffic from entering a closed portion of roadway. Only Type III barricades will be used in all such instances. Type III-B barricades used for this purpose will be placed a maximum 4 feet apart. Yellow warning lights may be necessary for some barricade or drum applications.

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

150.04 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.

150.05 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 155 – CONSTRUCTION STAKING

155.01 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,
- Limits of grading and grade breaks,
- Stream alignments and offsets,
- In stream structure locations and offsets,
- Stormwater infrastructure locations and offsets,
- Berm alignment and offsets, and
- Culvert alignment.

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

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

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.

155.02 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 160 – TEMPORARY EROSION CONTROL

160.01 General

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

The Contractor shall submit two (2) copies of any proposed revisions to the applicable Project Plan sheets for Temporary Erosion Control. No work shall be started until the BMPs, applicable plan sheets, schedules and methods of operation for temporary pollution control are reviewed and accepted by the Engineer, NTCD, and TRPA. The Contractor is reminded that the project is located within the Lake Tahoe Basin and all pollution control measures and clean-up procedures must satisfy the requirements of TRPA, NDEP and the permit(s) issued for the project. During the course of project construction, the Contractor shall cooperate with the Engineer, TRPA, NDEP and other regulatory officials and take immediate action as directed to protect water bodies and sensitive areas, and provide for erosion or other pollution control.

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

As Directed Placement

Due to the nature of the project and expected field direction from the Engineer, NTCD, and permitting agencies, the Contractor shall make provisions to furnish all labor, tools, materials, and equipment as necessary to furnish and place additional temporary erosion control devices in the work (i.e. beyond or in addition to what is designated on the Project Plans) as directed by the Engineer, in conformance with the Contract Documents, Project Permits, Standard Specifications, and these Special Technical Provisions. Installation, maintenance, removal, and disposal of any additional as directed temporary erosion control device shall be considered as included in the applicable “as directed” bid item unit or lump sum price, and no additional compensation will be allowed. The installation and location of any as directed temporary erosion control device shall only occur as determined and marked in the field by the Engineer.

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

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

Temporary Soil Stabilization

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

The Contractor shall maintain a temporary cover on all stockpiles at all times. Whenever a temporary cover is removed to perform other work, the temporary cover shall be replaced and secured within one (1) hour of stopping work.

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

160.02 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, SWPPP, 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, 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.

160.03 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"). The unit price bid for construction limit and tree protection fence shall also apply to this condition (i.e. linear foot measurement of tree circumference where wood batten is attached). Construction limit and tree protection fencing shall be inspected daily and repaired, secured, and/or replaced as necessary to maintain and preserve its intended purpose. All construction limit and tree protection fencing shall remain in place during any construction activities unless directed by the Engineer. Tree protection and construction limit fencing is considered a temporary erosion control measure or BMP.

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

160.04 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, SWPPP, Project Permit(s), and TRPA Best Management Practices.

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

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

- Filter fence fabric shall be handled and placed in accordance with the manufacturer's recommendations. The fabric shall be aligned and placed in a wrinkle-free manner.
- When joints are necessary, filter fence fabric shall be spliced together only at a support post, with a minimum twelve (12) inches overlap and securely sealed or stitched. See manufacturer's recommendations. Should the filter fence fabric be damaged, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement.
- Posts shall be spaced a maximum of ten (10) feet apart at the barrier location or as recommended by the manufacturer if less than ten (10) feet and driven securely into the ground (minimum of 1 foot). The posts and fence shall be angled ten (10) degrees off vertical up-slope for stability.
- A trench shall be excavated approximately four (4) inches wide and six (6) inches deep along the line of posts and upslope from the barrier in accordance with manufacturer's recommendations.
- A wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire mesh shall

extend into the trench a minimum of two (2) inches and shall not extend more than three (3) feet above the original ground surface.

- The filter fence fabric shall be installed on the upslope side of the wire mesh fence and shall be stapled, wired, or tied to the wire fence and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than three (3) feet above the original ground surface.
- Filter fence fabric shall not be stapled to existing trees.
- The trench shall be backfilled and the soil compacted over the filter fence fabric.
- For installations on slopes less than 20%, slope lengths of 200 feet or less and around drainage inlets, the Contractor has the option to use fiber rolls in lieu of filter fence.
- Should the filter fence fabric decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

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

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.

160.05 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 Permits. 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 project or as directed by the Engineer, 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.

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

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

160.07 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 160 of these Special Technical Provisions.

D. Gravel Bags

Gravel bags shall as specified in Section 160 of these Special Technical Provisions.

E. Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine; shall be cut from sound timber; and shall be straight and free from loose or unsound knots and other defects which would render them unfit for the purpose intended. Wood stakes shall be minimum one (1) inch x two (2) inches in size. Metal stakes may be used as an alternative and shall be a minimum 1/2 inch in diameter. Stakes shall be a minimum four (4) feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's acceptance prior to installation.

Installation

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

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

Maintenance

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

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

160.08 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 Contractors 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 or private owner. The Contractor shall use said hydrant(s) in accordance with any rules, regulations, and procedures as established by the agency. No water is expected to be available onsite. A water truck will be necessary for dust control purposes.

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

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

160.10 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, NDEP, and TRPA.
- Any sediment deposits remaining in place after the temporary erosion control measure and/or BMPs is no longer required shall be removed and disposed of in a manner acceptable to the Engineer, NDEP, and TRPA.

160.11 Dewatering and/or Diversion

Groundwater is not expected to be encountered during project excavation and ditches are anticipated to be dry. If significant groundwater is encountered that requires dewatering, Contractor shall notify Engineer immediately.

The excavation and general work area shall be sufficiently dry to allow for the proper construction and inspection of the culvert and headwalls for a complete in place culvert structure, as shown on the Project Plans and described in these Special Technical Provisions. If dewatering does become necessary, 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 that creates flow in the drainage ditches that cannot be controlled with the standard temporary BMPs, 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).

160.12 Measurement and Payment.

Temporary BMPs including filter fence, construction limit fence, drainage inlet protection, coir logs, gravel construction entrances, dust control, concrete washout, and sweeping shall be measured as a lump sum bid price for "Temporary Erosion Control." 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.

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

SECTION 170 – CLEARING AND GRUBBING

170.01 Description

This section covers the construction methods involved in all clearing and grubbing, and tree removal operations as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. 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.

170.02 Clearing and Grubbing

Clearing and grubbing shall consist of removing all objectionable and unacceptable natural or artificial materials from within the construction area project limits, and disposal of said material off the job site, in order to construct the project in a proper manner, in accordance with the Project Plans, Project Permits, Standard Specifications, these Special Technical Provisions, as directed by the Engineer, and other applicable Local, Regional, State, and Federal requirements. This work includes but is not limited to any earthen material, organic growth, willow and alder clumps, trees and stumps (less than 6-inches diameter at breast height – DBH will be measured at 4.5-ft above the existing ground surface on uphill side of tree), man-made deposits, industrial waste, sludge or landfill, and other materials as designated by the Engineer. Existing structures, to be preserved, shall be protected and restored upon completion of the work.

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

No live trees or downed logs or wood (equal to or greater than 6-inches diameter) shall be removed from the project site that are not identified and marked by the Engineer. In the event the Contractor removes any live trees or downed logs or wood (equal to or greater than 6-inches diameter) not marked by the Engineer, the Contractor shall be solely responsible for any and all fines and/or penalties levied to the Contractor, Engineer, NTCD, or applicable property owners in association with the removal.

For the purposes of this Project, willow and alder clump vegetation shall not be considered singular trees as part of the tree removal bid item work. Any willow/alder material shall be removed and

disposed of within the project limits/areas of disturbance (clearing and grubbing limits as shown on the Project Plans), unless specifically directed to be protected in place of as part of the work. Any removal and disposal of existing willow/alder vegetation shall be considered as part of the clearing and grubbing efforts, and no additional compensation shall be allowed for.

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

Existing aggregate and asphalt roadway materials may be reused for embankments after being reduced in size to particles of three inches (3") maximum diameter. Pulverizing and replacement of this material is part of this work. All embankment and fill, and areas over excavated shall be compacted to a relative density of ninety five percent (95%) within the roadway and shoulder prism, and ninety (90%) in ditch and slope areas. This work shall be performed in advance of grading and trenching operations and in accordance with the requirements herein specified, subject to all erosion control requirements.

Topsoil and Organic Materials

During clearing and grubbing, the Contractor shall salvage and stockpile topsoil for reuse in the project area. Topsoil shall not be stockpiled for a period greater than two (2) weeks or greater than three (3) feet in height unless accepted by the Engineer. Topsoil shall be re-applied within the project area to finish the top 3 inches of grading to the grades shown on the plans.

All suitable organic materials removed during the clearing and grubbing operation including, but not limited to, pine needles, leaves, duff, trees smaller than six (6) inches DBH, stumps, and suitable roots shall be stockpiled and used for revegetation/restoration treatments.

The Contractor shall not stockpile any vegetation or other debris generated as a result of the clearing and grubbing or tree removal operations that is not suitable for use in revegetation efforts. All unsuitable vegetation or other debris shall be removed from the job site by the end of each working day.

No trees (equal to or greater than 6-inches diameter) shall be removed from the project site that are not identified and marked by the Engineer. In the event the Contractor removes any trees (equal to or greater than 6-inches diameter) not marked by the Engineer, the Contractor shall be solely responsible for any and all fines and/or penalties levied to the Contractor, Engineer, NTCD, or applicable property owners in association with the removal.

170.05 Work Outside of Stated Limits

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

170.06 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.

170.07 Protection of Plants

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

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

170.08 Removal and Disposal of Materials

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

170.09 Measurement and Payment

"Clearing and Grubbing" (including trees under 6-inch DBH) shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The lump sum price for "Clearing and Grubbing" (including trees under 6-inch DBH) shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the clearing and grubbing of the project site as shown on the plans and as specified in the Project Plans, Contract Documents, Project Permits, Standard Specifications, these Special Technical Provisions, and as directed by the Engineer including the removal and disposal of all the resulting materials from the Tahoe Basin.

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 – DEMOLISH AND EXISTING IMPROVEMENTS

175.01 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 301, "Protection and Restoration", 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 and protecting in place existing trees and infrastructure, 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.

175.02 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, asphalt, 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.

175.03 Remove Storm Drainage Structures

Work under this section shall include the complete removal and disposal of storm drainage structures and pipe, the backfill, and compaction, and restoration of the disturbed area as shown on the Project Plans, described in the Standard Specifications, these Special Technical Provisions, and/or as directed by the Engineer. Any areas where storm drainage structures are removed shall be backfilled, graded, and restored to match the surrounding area, unless otherwise noted on the plans, or directed by the Engineer. The resulting waste materials and debris shall become the property of the Contractor and 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.

175.04 Protect Existing Trees and Infrastructure In Place

All existing trees greater than 6 inches Diameter Breast Height (DBH) shall be protected in place as shown in the project plans. If any trees cannot be protected as detailed, it shall be brought to attention of the Engineer immediately.

The Contractor shall protect in place and existing column adjacent to Douglas Blvd that comes within feet of project grading limits. Any damage to the structure will be repaired at the expenses of the Contractor.

175.05 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 to the same thicknesses as the surrounding materials.

Fill to be placed beneath concrete slabs and all other components subject to structural loading shall conform to the requirements of Section 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.

175.06 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 including block channel, rock lined channel, and the Pittman Terrace infiltration feature. No additional compensation will be allowed.

“Demolition and Existing Improvements” shall be measured on a lump sum basis, completed and accepted by the Engineer as conforming to all the requirements in the complete work. The lump sum price for “Demolition” shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the removal and disposal of the existing asphalt, curb and gutter, and 15” corrugated metal pipe, including associated surface improvements (asphalt concrete, aggregate base) and protecting existing infrastructure and trees, 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. This work also includes the removal and disposal of all the resulting materials from the Tahoe Basin; and any backfill and compaction of the remnant trench, including aggregate base, for a complete restoration of the area as shown on the Plans, described elsewhere in these Special Technical Provisions, and/or as directed 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 180 – EXISTING UTILITIES AND UNDERGROUND FACILITIES

180.01 General

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

The Contractor shall not begin excavation work within the immediate vicinity of any know sanitary sewer force main or potable water main prior to contacting the sewer and water purveyors at least 10 working days in advance.

180.02 Potholing of Existing Utilities

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

for contacting all utilities, agencies and/or public and private owners to verify such information prior to and during construction of any of the proposed improvements.

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

As part of the Contract work the Contractor will be installing improvements in the vicinity of existing utility systems and other various public improvements. Where conflicts are known to and appear to exist with underground utilities (locations indicated on Project Plans) the Contractor is hereby advised that he/she will be required to pothole each location prior to any work in the vicinity of the subject utility, in order to properly identify and locate its position. The Contractor is responsible to schedule the Contractor's surveyor to be onsite during potholing of conflicts for utility elevation verification (surveying of the horizontal and vertical location of the top of the pipe is required). Upon verification such utilities will require relocation by the Contractor or utility agency or its agents in accordance with these Special Technical Provisions, Project Plans, Standard Specifications, and associated utility standards. **Any potholing shall be completed where conflicts are known to and appear to exist with underground utilities a minimum of five (5) working days before beginning construction on the proposed improvements which appear to cause conflict.**

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

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

All utilities that are not to be relocated or removed shall be protected in place from injury or damage per the Standard Specifications section 301.

180.03 Protect Existing Utilities – Potable Water

A 2-inch diameter active private water line runs adjacent to and directly under the existing ditch and culverts along Douglas Blvd as shown in the plans. The private owner has indicated there may also be two inactive lines in the area but exact locations are unknown. The private water lines are owned by Rory Keeney of Buckeye Excavation. The Contractor shall provide 48-hour notification to water line purveyor of construction schedule prior to commencing construction, as well as for any changes to that schedule, to allow the water purveyor the opportunity to inspect construction in the vicinity of their infrastructure prior to it being covered.

There will likely be two areas of conflict between the private waterline and the proposed ditch adjacent to the dirt portion of Douglas Blvd. If necessary, the Contractor shall work with the water purveyor to adjust or relocate the line as necessary to allow for proposed ditch construction.

Should the Contractor's operations be delayed, for whatever reason, as a result of the water line, no additional contract time, or compensation will be allowed for.

180.04 Protect In Place Existing Utilities – Electric

Two utility poles and associated guy wires are close to the limits of grading as shown on the project plans. Temporary protections may be necessary to complete project work. Any and all underground or overhead electric line protection, as required to facilitate construction of the proposed project improvements, shall be coordinated with NV Energy at least four (4) weeks prior to commencement of work in that area. Any costs incurred due to relocation, shutoff, or any other costs due to the construction of the project shall be the responsibility of the Contractor, not otherwise provided for in a specified bid item of work.

Should the Contractor's operations be delayed, for whatever reason, as a result of the relocation of electrical lines or utility boxes, no additional contract time, or compensation will be allowed for.

180.05 Protect In Place Existing Utilities - Sanitary Sewer

The work covered under this specification consists of furnishing all the labor, materials, tools, and equipment necessary for the protection of an existing 12-inch diameter gravity sewer pipe owned and operated by Tahoe Douglas Sewer District (TDD).

The contractor shall provide 48-hour notification to TDD of construction schedule prior to commencing construction, as well as for any changes to that schedule, to allow TDD the opportunity to inspect construction in the vicinity of their infrastructure prior to it being covered.

In the event of a pipe failure during construction, the contractor shall be responsible for all resulting costs including but not limited to emergency containment, environmental cleanup, bypass pumping, repair, fines, and fees. TDD shall be notified immediately of any damage to or issues with their infrastructure. The contractor shall repair any damage to TDD infrastructure to the satisfaction of TDD and in accordance with TDD approved methodology.

Should the Contractor's operations be delayed, for whatever reason, as a result of the sewer line, no additional contract time, or compensation will be allowed for.

180.06 Measurement and Payment

"Protect Existing Utilities" 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 unit price paid for "Protect in Place Existing Utilities" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in protecting existing utility lines as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer and utility purveyor; 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 190 – REMOVE AND RESTORE EXISTING HISTORIC FENCE

190.01 Description:

Contractor shall remove the historic fence shown on the plans as necessary to complete work. All fence material shall be salvaged and stored for restoration after improvements are constructed. The fence shall be restored to the original location except for 50 linear feet as shown on the plans, which is to be relocated. Relocation shall avoid the rock lined channel improvement while maintaining the fence line as symmetrical as possible.

190.02 Execution. All materials shall be handled and stored in a manner that will not damage or depreciate the integrity and quality of the material. At a minimum, the fence pickets shall be salvaged and reused for the restored fence. If the posts and horizontal rails are not in good enough condition to reuse, new material may be used as detailed in the project plans. If necessary, new fence materials shall be treated wood. Both salvaged and new fence posts must be set with concrete.

190.03 Measurement and Payment

“REMOVE AND RESTORE EXISTING HISTORIC FENCE” 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 “REMOVE AND RESTORE EXISTING HISTORIC FENCE” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in removing and restoring or relocating the historic fence, complete in place, including any excavation, bedding, backfill, concrete, wood, off-haul and disposal of excess materials and waste debris as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Specifications, and as directed by the Engineer: and no additional compensation will be allowed.

SECTION 195 – TRENCH EXCAVATION AND BACKFILL

220.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for all excavation, 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 303, “Excavating” and Section 304 “Fill and Backfill”, 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.

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.

195.02 Work in the NDOT Right of Way

For all trenches and excavation in the NDOT right of way. Materials and methods shall be as specified in the most current version of the NDOT Standard Specification for Road and Bridge Construction (NDOT Standard Specifications). All backfill within the roadway prism and roadway structural section, including aggregate base, shall be as depicted on the Project Plans and conform to these Special Technical Provisions and NDOT Standard Specifications. Attention is directed to section 704 "Base Aggregates" of the NDOT Standard Specifications. Full compensation shall be considered as included in the price bid for construction for the installation of the items to which such structural fill is required and will be considered incidental or appurtenant.

195.03 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 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. There shall be no additional compensation for protective systems required by the OSHA regulations.

SECTION 200 – GRAVEL, COBBLE, ROCK, BOULDER & OTHER AGGREGATES

200.01 General. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and place gravel, cobble, rock, boulder, sand aggregate, and other aggregates in the work, including but not limited to, channel material, rock drop structures, 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.

The limits of loose aggregate and aggregate base course placement as indicated on the Project Plans are approximate, and the exact limits of placement shall be determined in the field by the Engineer. All aggregates used in the work for aggregate base courses, bituminous courses, bedding and backfill, mortar and grout, Portland cement, and general rip-rap shall be in strict conformance with the Standard Specifications, and other applicable provisions found elsewhere in these Special Technical Provisions.

All chinking, gravel, cobble, rock, boulders, sand aggregate, and other loose aggregate used in the work for proposed channel, rock drop structures, and all other areas requiring said materials shall be in conformance with these Special Technical Provisions, and other applicable provisions of the Standard Specifications. **All chinking, gravel, cobble, rock, boulders, sand aggregate, and other loose aggregate used in the work for proposed channel and rock drop structures, including imported and reused rock, shall be thoroughly washed outside of the confines of the proposed channel and drainage in a location approved by the engineer so that each material runs clear when water is applied.**

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

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

All aggregate materials generated on-site and meeting the quality requirements as stated in Section 200, "Gravel, Cobble, Rock, Boulder & Other Aggregates" of these Special Technical Provisions may be incorporated in the work upon acceptance of the Engineer prior to placement; any such material that is rejected for placement in the work shall be removed and disposed of in conformance with the provisions found elsewhere in these Special Technical Provisions, and the Standard Specifications. Use of said aggregate material in the work shall be considered as included in prices paid for the various contract items of work involved; and no additional compensation will be allowed for.

200.02 Submittals

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

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

200.03 Quality Requirements for Loose Stone Aggregates.

The Contractor shall use stone (i.e. gravel, cobble, rock, boulder, etc.) that is sound and durable against disintegration under conditions to be met in handling and placing, and is hard and tenacious and

otherwise of a suitable quality to ensure permanency in the specified kind of work. All applicable stone materials shall meet the requirements stated herein and conform to the following test requirements.

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

Stone shall be of such shape to form a stable protection structure for the required section or feature. Flat or elongated shapes will not be accepted unless the thickness of the individual pieces is at least 1/3 of the length. Stones shall be sound, durable, hard, resistant to abrasion and free from laminations, weak cleavage planes, and the undesirable effects of weathering. It shall be of such character that it will not readily disintegrate from the action of air, water, or the typical conditions experienced during handling and placing. All aggregate material shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings.

Boulders identified for use in the rock drop structures shall be smooth and rounded in shape, as is typical of river run cobblestone, fieldstone, or that from a former stream deposited source. Angular rock, quarried, split rock, crushed rock or shot rock shall not be used (except where specified or allowed as shown on the Plans). In addition the aforementioned stone materials shall be of a native nature to the Tahoe Basin (i.e. of similar color and texture to that generally found within the Tahoe Basin and in particular the project area Stateline, NV and vicinity). All boulders shall be smooth and rounded in shape as noted above and of a natural earth tone color/hue that blends with the surrounding environment (or generally described as “round and brown”). Attention is directed to the submittal requirements as noted in this section.

The stone used for “chinking” material, creek channel sub bed material (only where defined/shown on the Plans), shall be angular, fractured or crushed stone and be in conformance with these Special Technical Provisions, and the Standard Specifications.

200.04 Sand Requirements and Standards

Sand shall be medium to coarse sand, and shall be free of organic debris and other deleterious substances. The sand shall have a minimum specific gravity of 2.5 and shall be sub-rounded to rounded. Volcanic cinder material shall not be acceptable. Samples of the proposed sand shall be submitted to the Engineer for approval 10 days prior to placement. Placement of sand will be as-directed by Engineer only.

200.07 Chinking Mix

Chinking Mix shall be a well graded coarse aggregate with a nominal size of 1 to 3 inches and conform to the gradation requirements of the table, below:

Size	Percent finer than by Weight
3"	100
2.5"	90-100
2"	35-70
1"	5-15

$\frac{3}{4}$ "	0-5
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200.08 Placement

In general, larger rock and boulders shall be placed with their longitudinal axis normal to the slope face, fully seated on a stable sub-grade or foundation course, and arranged so that each large rock or boulder above the foundation course has a minimum 3 point bearing on any underlying rocks. A full bearing load only on cobble and smaller rock, such as chinking rock for voids, shall not be acceptable.

The placement of any chinking, gravel, cobble, rock, or boulder strictly by dumping shall not be permitted. Hand and/or mechanical adjustments/placement of the stone materials are expected in order to meet the requirements stated herein. Larger rock and boulders shall not be dropped during placement operations, in a manner that will cause significant scaring of the surface, or fracture to minimize its roundness. All larger rock and boulder shall generally be placed with the smoothest side up; care shall be taken to place a rough or coarse textured side of a large rock or boulder to its underside.

All stone products shall be placed to follow the lines and grades shown on the Project Plans. Prevent the contamination of stone features, channel bed material, chinking mix, and other designated rock fills by soil and other earthen materials during excavation, placement, and/or backfill. All stone features shall be blended with adjacent rock areas and grades, by tapering margins, mixing rock color, and keying into and around existing bedrock, rock, soils, and vegetation. The Engineer will direct the Contractor in placement of chinking mix and boulders for construction of designated stone features and proposed creek channel, to attain a natural appearance and complete job in place as shown on the Project Plans and described in these Special Technical Provisions. Exact elevations and horizontal locations of the stone materials and features as shown on the Project Plans may be slightly adjusted in the field by the Engineer, with no additional compensation allowed for.

All channel material shall be placed in the locations as shown on the Project Plans in such a manner to produce a relatively uniform graded mass. Place material to thicknesses shown on the Project Plans and uniformly distribute stone and sand materials to produce the required gradation of rock and wheel-roll into place (or compact by other methods) to create a firm and stable structure, and meet finished grade as shown on the Project Plans. Placement of channel material and chinking mix shall be conducted in a manner as not to produce a downstream turbidity or other pollutant discharge in violation of the project permit(s) or other water quality standards.

The segregation of mixed stone materials may occur during transport, dumping, on-site hauling, etc. The Contractor shall distribute all stone materials to produce the required gradation of rock. Routine control of gradation will be by visual inspection.

“Chinking” – All larger rock and boulders used in construction of the proposed channel, rock step structures, and culvert outfalls shall have chinking material (specified in Section 200.05) placed immediately adjacent to (minimum 9-inches) and into all void spaces. All said larger rock and boulders will be placed in succession and/or in combination with the chinking material in order to effectively reduce void spaces and produce a solid matrix of rock, which will help to control piping of waters and reduce the chances for failure of the structure. The Contractor is expected to hand place and tamp (using hand tools, feet, etc.) all chinking material to form a tight, firm, well compacted, and cohesive structure. Detailed inspection and/or direction from the Engineer shall occur in the field. The finished height or position of any chinking material shall be left below the top (1-3 inches +/-) of any exposed larger rock and boulders to where it is not readily visible and/or will be covered by suitable backfill. The

associated cost to furnish and place all chinking material in the work shall be considered as included in the unit bid price of the various items of work requiring said material, and no additional compensation will be allowed.

200.09 RipRap. 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.

RIPRAP SIZE SPECIFICATION TABLE

<u>% PASSING</u>	<u>SIZE (diameter inches)</u>
<u>CLASS 150 ROCK RIPRAP</u>	
100	10
70-85	9
30-50	6
5-15	2
0-5	1
D ₅₀	6
<u>CLASS 300 ROCK RIPRAP</u>	
100	20
70-85	18
30-50	12
5-15	5
0-5	2
D ₅₀	12

200.10 Work in the NDOT Right of Way

For all trenches and excavation in the NDOT right of way. Materials and methods shall be as specified in the most current version of the NDOT Standard Specification for Road and Bridge Construction (NDOT Standard Specifications). All backfill within the roadway prism and roadway structural section, including aggregate base, shall be as depicted on the Project Plans and conform to these Special Technical Provisions and NDOT Standard Specifications. Attention is directed to section 704 "Base Aggregates" of the NDOT Standard Specifications. Full compensation shall be considered as included in the price bid for construction for the installation of the items to which such structural fill is required and will be considered incidental or appurtenant.

200.11 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 205 – EARTHWORK

205.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for channel excavations, microbasin construction, fill of existing channel, and access road construction, local borrow native soils, import, structural fill, engineered fill, salvage topsoil, imported topsoil, amended fill, existing sub-grade scarification and preparation, rough grading, compaction, finish grading, loading, transport, onsite hauling, off-site hauling, temporary stockpile, off-site stockpile, processing/conditioning, screening, placement, and disposal/salvage of unsuitable or surplus materials, for all the contract work items involved or delineated as excavation, earthwork, or grading as shown on the Project Plans, and as described in the Standard Specifications and these Special Technical Provisions. All excavations, fill, earthwork, and associated grading shall be made true to the lines and grades as shown on the Project Plans, staked by the Contractor, and verified by the Engineer, and shall be so constructed as to avoid removing or loosening any material outside the required slopes and grading limits.

Attention is directed to Section 303, “Excavating”, of the Standard Specifications and Section 304, “Fill and Backfill”, of the Standard Specifications.

Because of the nature of the project, careful excavation, backfill, and grading are mandatory. The proposed contours, representative cross sections, and applicable typical cross section as shown on the Project Plans represent the intended shape of the land but the Contractor shall take into account that the proposed channel, structures, grading areas, existing channel backfill, slopes, grade breaks, etc., shall be constructed and graded to natural shapes that transition smoothly to adjacent features and grades. As part of the scope of this item of work, the Contractor shall work under the direction of the Engineer to create a natural-looking finished grade surface. The Contractor may be directed in the field to make minor modifications to the depth of cuts, heights of fills, angle of slopes, and other contour grading to achieve a natural appearance, and the desired functioning of the system and proposed improvements. Additionally, the Contractor may be field directed, by the Engineer, to slightly modify the alignment or elevation of the proposed improvements to account for variations in substrate or topography, and true field conditions present at the time of construction. Compensation for these potential directives and minor field modifications, as noted above, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

All finished areas with cut and/or fill slopes shall be graded as indicated on the Project Plans, staked in the field, and directed by the Engineer. The Contractor shall employ excavation and/or placement methods that does not disturb or damage other work. Areas that are shown to not have any excavation or grading shall be protected and remain undisturbed to protect the existing soil profile and vegetation cover. The surface - top four to six inches (4”-6”) of on-site soils (topsoil) - shall be segregated from the underlying soils and salvaged, stockpiled, disposed of, or reused as designated elsewhere in these Special Technical Provisions as directed by the Engineer. These organic rich surface soils shall not be

used in, or blended to incorporate with, the native fill, engineered fill, structural fill or other designated fill material with the exception of the microbasin bottom and the biol. The Contractors attention is directed to Section 195.02, "Clearing and Grubbing" of these Special Technical Provisions.

Cobbles and boulders will likely be encountered during grading and should not be incorporated within the floodplain grading or other fill areas. If these oversize particles conform to the description of Channel Materials as described in Section 200 of these Special Technical Provisions, they should be set aside for other applications on the project site as accepted and allowed per direction of the Engineer.

During the course of the project any damage to previously installed and accepted work including but not limited to any channel, structures, and trees shall be repaired/replaced at the Contractor's expense. The Contractor shall reshape, grade, and re-compact (where applicable) any areas subjected to displacement from vehicular traffic. The Contractor is responsible to locate, identify, and protect all existing utilities from damage.

205.02 Miscellaneous and Temporary Grading and Excavation

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

205.03 Grading on Douglas County Property and Right of Way

All grading fill on Douglas County property or within the Douglas County right of way shall be compacted to 90% relative compaction. This work includes grading for the access road, rolling dip, existing channel fill, and fill outside of the channel cross sections and shall produce a finished grade surface to the lines and grades as shown on the Project Plans. All work shall be in conformance with the applicable sections of these Special Technical Provisions, and as directed by the Engineer. Placement of topsoil and associated finish grading shall be as specified elsewhere in these Special Technical Provisions, or as directed by the Engineer.

205.04 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 construction of the proposed channels and access road, as specified for backfill of existing channel, and/or placed in designated fill areas within the limits of excavation, where shown on the Project Plans, as specified in the Special Technical Provisions, the Standard Specifications, or as directed by the Engineer.

All fill materials used in the work shall be in conformance with the Standard Specifications, these Special Technical Specifications, and at a minimum shall not exceed optimum moisture content, and be free of stones or lumps exceeding 3 inches in greatest dimension, organic matter, or other unsatisfactory

material that may restrict compaction requirements. **Any native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.** Any screening operations and processing of soils as required for conformance with this section shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed.

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.

205.05 Import

Importing of earthwork fill material, if necessary or required to meet the grades and elevations shown on the plans, shall be considered included in the Contractor's bid for the various items of work involved and no additional compensation will be made therefore. Should such imported material be required, the Contractor shall notify the Engineer of the borrow site location at least 72 hours in advance, and provide an adequate sample size (~ 1 cubic foot) so the Engineer can verify the suitability of the material. All imported materials shall be proposed by the Contractor in writing in accordance with the submittal requirements of these Special Provisions and the Standard Specifications.

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

205.06 Fill and Compact Existing Ditch

Backfill, grading, and compaction of the existing stormwater channel adjacent to the unpaved portion of Douglas Blvd shall produce a finished grade surface to the lines and grades as shown on the Project Plans, and all work shall be in conformance with the applicable sections of these Special Technical Provisions, and as directed by the Engineer. Placement of topsoil and associated finish grading shall be as specified elsewhere in these Special Technical Provisions, or as directed by the Engineer.

Earthen materials used for native fill and import fill shall be in conformance with the requirements stated herein. Placement, layering, compaction, and locations of the fill materials to create a distinct soil profile to produce a finished grade surface shall be as shown on the Project Plans, described herein, and as directed by the Engineer.

Execution of Work

Prior to the placement of fill materials the exposed channel sub-grade should be cleared of excessively loose or disturbed soil and stone materials, large woody debris, vegetation, organic matter, and other waste materials (i.e. clearing and grubbing). No fill should be placed on frozen ground; and placement of fill on or in standing water will not be allowed. If soft, wet, or pumping subgrade soils are present, the required minimum level of compaction for the initial fill lift shall be eighty-five percent (85%) of the soil's

maximum dry density as determined in accordance with ASTM D 1557. Construction traffic on soft, wet, or pumping subgrade soils shall be reduced to a minimum. The intent of the reduction is to limit the amount of construction traffic that could lead to further deterioration and destabilization of the exposed subgrade and to build a more stable pad upon which to place subsequent fill lifts.

Fills shall be placed in loose lifts not to exceed eight (8) inches and shall be compacted to not less than ninety percent (90%) of the soil's maximum dry density as determined in accordance with ASTM D 1557. Pumping or deflection within fill lifts is acceptable as long as the required level of compaction is being met and does not preclude achieving adequate density in subsequent lifts. No frozen fill should be placed. Placement and compaction of the channel fills should be accomplished under full-time observation from the Engineer. Testing of compaction will be conducted throughout the process. Fill shall be benched into existing channel sidewalls where sidewall slopes exceed 4:1 (V:H).

Materials

Soils used as Native Fill should consist of native materials generated during construction operations for the new channel area or general grading, following associated clearing and grubbing and topsoil salvage. Native fill generated on site should be relatively free (i.e. less than 5 percent) of organics. Import fill, if required or desired for use, shall be free of organics and other perishable material and meet the requirements as noted below. For placement in the work, all native fill or import shall be free of construction debris and shall meet the following requirements:

Channel Fill Requirements	
Sieve Size	Percent Passing (by dry weight)
6"	100
4"	90 - 100
¾"	70-100
No. 40	10-85
No. 200	8-45
Liquid Limit	60 max.
Plasticity Index	30 max.

205.07 Topsoil Placement

Placement of topsoil (salvage, import, or amended fill) to the required thickness of 3 inches on improvements with exposed bare soil, including any associated finish grading and compaction, shall produce a finished surface to the lines and grades as shown on the Project Plans, and all work shall be in conformance with the applicable sections of these Special Technical Provisions. The topsoil (salvage, import, or amended fill) shall be placed to blend with the adjacent project improvements to create a generally smooth, natural appearance (including minor variations) as directed by the Engineer; and to create a stable area to receive all proposed revegetation treatments to be completed by others.

Prior to any topsoil placement the underlying subgrade shall be left rough as directed by the Engineer. Topsoil shall be placed to uniform depths as indicated on the Project Plans.

Following completion of excavations, fills, grading, compaction, placement of aggregates, and construction of all proposed improvements as shown on the Project Plans as required prior to placement of any topsoil (salvage, import, or amended fill), the Contractor shall schedule for a site inspection by the Engineer (minimum of 24 hours notice required) in order to inspect the subject work area for conformance with the contract documents, plans, and specifications. **Placement of topsoil shall not commence until the Engineer has inspected and accepted the subject work area.** In addition the base soils will be inspected (using a soil probe or penetrometer) for any areas of excessive compaction. Upon discovery the Engineer will mark all areas/items required for corrective measures, and mark the limits of areas where soils shall be loosened/decompacted in order to commence placement of topsoil (salvage, import, or amended fill). Salvaged topsoil shall only be generated from the project site (within the limits of grading) as specified in Section 170 "Clearing and Grubbing" of these Special Technical Provisions. No topsoil shall be imported to the site.

205.09 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, organic matter salvage, the culvert structure, proposed channel, grading, 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.

205.10 Measurement and Payment. "Grading Cut" and "Grading Fill" shall both be measured on a lump sum 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 and fill quantities provided on the Project Plans. If the contractor disputes the quantities provided on the plans, the contractor shall pay for and provide a survey, at his/her own expense and prepare the necessary figures and calculations to support the claim. Excess quantities will be paid for as a percent increase based on the original lump sum bid. Any associated contour grading and other general earthwork movement as required to complete the work shall be considered as included in the lump sum price.

The lump sum price paid for "Grading Cut" and "Grading Fill" 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 channel, microbasin, and access road 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 210 – RIENFORCED CONCRETE PIPE (RCP) CULVERT

210.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the furnishing and installation of a reinforce concrete pipe (RCP) culvert in accordance with the Contract Documents, Standard Specifications, and these Special Technical Provisions, and in conformity with the lines, grades, dimensions, and general design parameters as shown on the Project Plans, and as established and directed by the Engineer. Where used in these Special Technical Provisions 'RCP culvert' shall mean to include all components necessary to provide for a complete and fully functional RCP culvert as shown on the Project Plans. In situations where two or more specifications or standards apply to this work, the most stringent requirements shall govern.

Attention is directed to the Standard Specification, Section 305.10, RC Pipe. In addition, the RCP culvert shall conform to the current/applicable AASHTO and ASTM standards.

Excavation depths and cover heights for the RCP culvert is expected to be in close proximity to that which is depicted on the Project Plans.

Any trench shoring/protective systems as necessary for protection of existing utilities and/or to facilitate completion of the work for the RCP culvert is the sole responsibility of the Contractor, including engineering design, and shall be considered as included in the prices paid for construction of the RCP culvert. The Contractors attention is directed to the applicable provisions of Section 195 "Trench Excavation and Backfill of these Special Technical Provisions and Section 303, "Excavating," and Section 305, "Fill and Backfill" of the Standard Specifications. The Contractor is advised of the possibility of encountering ground water, 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.

All liability associated with the RCP culvert will be borne by the Contractor and the Contractor shall hold the NTCD and Douglas County harmless for any claims associated with the RCP culvert or any RCP culvert failure. The liability duration/timeframe shall be two (2) years from the date of completion and final acceptance of the project work (or Notice of Completion). Should any failure, as determined by the NTCD, occur during this time frame the Contractor will be liable for all costs associated with the repair and any other damages.

210.02 Installation

All materials and construction methods shall conform to the applicable provisions of these Special Technical Provisions, the Standard Specifications, and as directed by Engineer.

Any saw-cutting and removal of existing pavements shall be in conformance with Section 302, "Subgrade Preparation" of the Standard Specifications. Material and structures scheduled for removal shall be removed entirely and disposed in appropriate disposal facilities outside the Lake Tahoe Basin. All waste material shall be disposed of in accordance with Tahoe Regional Planning Agency (TRPA) ordinances.

The RCP culvert shall be laid to the lines and grade shown on the Plans. The Contractor shall clean the interior of the RCP culvert as work progresses, and the RCP culvert shall be clear and free of all debris and sediment before acceptance by the Engineer and the introduction of channel flow to the proposed channel and culvert.

The bottom of the trench shall be graded and prepared so as to provide a firm and uniform bearing for the RCP culvert along its entire length (or applicable segment for portion of the work) and prepared as indicated in the submitted and accepted installation specifications. Where the trench bottom is unsuitable (i.e. soft muck/refuse or bedrock/unyielding material unable to provide long-term support), the Contractor shall excavate to a depth required by the Engineer and replace with suitable material as specified or directed by the Engineer and geotechnical engineer. Sub-base and/or bedding materials shall be placed so as to provide a firm and uniform foundation and bedding for the RCP culvert along its entire length, well consolidated and compacted in conformance with the submitted and accepted installation specifications (bedding material shall be of no less quality and thickness as designated on the Plans). All backfill within the roadway prism and roadway structural section, including aggregate base, shall be as depicted on the Project Plans and conform to these Special Technical Provisions and the Standard Specifications. Full compensation shall be considered as included in the price bid for construction for the installation of the items to which such structural fill is required and will be considered incidental or appurtenant.

Any resultant disturbed areas, bare soils, etc., that remain following the construction of the RCP culvert and completion of any applicable revegetation treatments, shall be stabilized and maintained in conformance with Section 160 "Temporary Erosion Control" of these Special Technical Provisions.

Culvert may be repaired, if appropriate, because of handling damage and will be acceptable if, in the opinion of the Engineer, the repairs are sound and properly finished, and the repaired section conforms to the requirements of these Special Technical Provisions, the Standard Specifications, and any manufacturer's requirements.

Prior to acceptance of the RCP culvert, any damage, defects, and/or associated repairs are subject to review by an applicable pipe manufacturer. Any associated costs shall be the responsibility of the Contractor, and no additional compensation shall be allowed for.

210.03 AC Paving

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 section to replace the pavement removed for installation of the RCP culvert crossing. 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 Tables 200.01.03-I and 200.01.03-II, 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 (Section 200.01.03 for Type 2, Class B Crushed Aggregate Base) or where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete base (Section 200.01.04 for Type 1 or Type 2 Recycled Aggregate 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. No existing AC is to be recycled and used on the Project on-site.

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 308, "Untreated Base Courses" of the Standard Specifications. Aggregate base shall be a minimum of 8" thick or match existing, whichever is greater.

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 a minimum of 3" thick or match existing, whichever is greater. 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 64-28NV conforming to Table 201.02-IV, of the Standard Specifications.
- B. Aggregate shall be Type 3 conforming to Tables 200.02.03-I and 200.02.03-II, of the Standard Specifications.
- C. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work, in accordance with Section 337, "Composition of Mixtures" of the Standard Specifications.

The Contractor shall make all provisions to saw cut the edges of existing asphalt to expose the full depth of the section and form a clean edge at any transverse joint, for the freshly laid mixture. As directed by the Engineer in the field, a twelve inch (12") "T" cap key-in joint shall be created at all transverse joints with existing asphalt structural sections.

A tack coat of liquid asphalt shall be applied in accordance with the provisions in Section 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.

210.05 Measurement and Payment

"15-inch RCP CULVERT" shall be measured on unit price established per linear foot, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work.

The contract unit price paid for "15-inch RCP CULVERT" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the RCP culvert, complete in place, including but not limited to saw-cutting and removal of existing pavements and curb and gutter, trench excavation, shoring, sub-grade preparation, bedding, furnishing, inspecting, compaction, replacement of curb and gutter, pavement, and striping, transport, and disposal of excess materials and waste debris as shown on the Plans, as specified in these Special Technical Provisions, the Standard Specifications, and as directed by the Engineer; and no additional compensation will be allowed.

Full compensation for all labor, material, tools, equipment, and incidentals necessary to perform specified design tasks, provide temporary soil stabilization and BMPs, and conform to all other applicable provisions as identified in this section or as required in the Standard Specifications, and as directed by the Engineer shall be considered as included in the contract unit price paid for “15-inch RCP CULVERT” and no additional compensation will be allowed.

SECTION 215 – CULVERT HEADWALL

215.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of a concrete headwall in accordance with the Contract Documents, NDOT 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.

215.02 Mix Design

A mix design shall be performed and submitted to the Engineer in accordance with Subsections 337.01.01 “Mix Design” and 337.10 – “PCC for flatwork, curbs, ditches, and slope paving and structures” to determine the composition of the mixture. Unless otherwise specified, Portland Cement for concrete shall be Type II, low alkali. All concrete mixes shall meet the requirements of Section 337.10.01.03, Portland Cement Concrete Exposed to Freeze-Thaw Cycles of the Standard Specifications. No concrete shall be placed without approval by the Engineer of a mix design.

215.03 Construction

The headwall shall be constructed in accordance to the NDOT Standard Plans, and modified as shown in the project plans.

215.04 Measurement and Payment

“Modified NDOT Standard Headwall” shall be measured on a per each basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. Mortar, grout, finishing, all equipment, labor, and materials shall be included in the unit price established for concrete structures and masonry construction.

This unit price shall include full compensation for excavation, removal of excavated material, concrete, rebar, frame work, associated hardware, backfill, drain rock, pipe connection, and furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing the headwalls as shown on the plans, as specified in the Special Provisions, and as directed by the NTCD.

SECTION 216 – MICROBASIN

216.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of a micro basin in accordance with the Contract Documents, 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. Revegetation shall be performed by others.

216.02 Materials

The microbasin shall be constructed using native material excavated on site and using the following materials:

Wood Chips

Wood chips to be used in block channel and microbasin shall meet the following specification. Wood chips shall originate in the Tahoe Basin. The 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. Wood chips meeting this specification are available free of charge at the Nevada Tahoe Conservation District at 400 Dorla Court in Zephyr Cove, Nevada. Contractor must coordinate with the Engineer to utilize these wood chips. If the Contractor obtains wood chips from a place other than the Nevada Tahoe Conservation District, a sample of the wood chips shall be submitted to the Engineer ten (10) days prior to expected use for written approval. Sawdust will not be acceptable.

216.03 Measurement and Payment

“Microbasin and Overflow Structure” shall be measured on a lump sum basis, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. Pre-cast drainage inlet, mortar, grout, finishing, rock, soil treatment, all equipment, labor, and materials shall be included in the unit price established for concrete structures and masonry construction.

This unit price shall include full compensation for excavation, removal of excavated material, concrete, rebar, frame work, associated hardware, backfill, drain rock, pipe connection, and furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing the microbasin as shown on the plans, as specified in the Special Provisions, and as directed by the NTCD.

SECTION 220 – INFILTRATION FEATURES

220.01 General

Work covered under this specification consists of furnishing all of the labor, materials, tools, and equipment necessary for the construction and installation of stormdrain structures including curb and gutter, combination drop inlet, double sediment trap, trench drain, and all appurtenances in accordance with the Contract Documents, NDOT Standard Specifications where applicable, 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.

220.02 Retrofit NDOT Infiltration System

Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for retrofitting the NDOT infiltration system as shown on the plans. The retrofitted system is within the in the NDOT right of way on the Highway 50 road shoulder and shall be constructed in conformance the NDOT Standard Specifications for Road and Bridge Construction (latest version). Drain rock shall be placed entire length of proposed perforated CMP and depth of existing inlet structures. Backfill materials shall be in conformance with section 704 "Base Aggregates" of the NDOT Standard Specifications.

220.03 Friedhoff Infiltration Feature

Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for construction of the Friedhoff Infiltration system as shown on the plans. Drain rock shall be placed entire length of perforated HDPE pipe and depth of inlet structure. Grate elevations shall be field fit with proposed improvements and as directed by Engineer.

220.04 BID ALTERNATE: Pittman Terrace Infiltration Feature

Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for construction of the Pittman Terrace Infiltration Feature as shown on the plans. The existing system is a drainage inlet with a French drain. The existing feature shall be demolished and disposed of prior to new system construction. Contractor shall protect in place an existing underground electric box behind the curb adjacent to the existing feature. Drain rock shall be placed entire length of perforated HDPE pipe and depth of inlet structure. This item shall only be constructed if the Bid Alternate is awarded.

220.05 Measurement and Payment

"Retrofit NDOT Infiltration System" 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 unit price paid for "Retrofit NDOT Infiltration System" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the feature, complete in place, including any demolition, excavation, bedding, drain rock, structural backfill, concrete, saw cutting, roadway paving, aggregate base, perforated CMP, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the NDOT Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

"Friedhoff Infiltration Feature" construction 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 unit price paid for "Friedhoff Infiltration Feature" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the feature, complete in place, including any excavation, bedding, structural backfill, concrete, precast drainage inlet, grate and frame, perforated HDPE, 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.

BID ALTERNATE: "Pittman Terrace Infiltration Feature" construction 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 unit price paid for "Pittman Terrace Infiltration Feature" shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing the feature, complete in place, including any demolition, excavation, bedding, structural backfill, concrete, roadway paving, precast drainage inlet, grate and frame, perforated HDPE, 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. This item shall only be constructed if the Bid Alternate is awarded.

These lump sum price paid for shall include full compensation for excavation, removal of excavated material, concrete, rebar, frame work, associated hardware, backfill, drain rock, pipe connection, pipe, roadway paving and compaction, and furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing the all infiltration features as shown on the plans, as specified in the Special Provisions, and as directed by the NTCD.

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 225 – TRENCH DRAIN

225.01 General

The trench drain is to be constructed on Douglas County Property in accordance with the plans, these special provisions and in conformance with the Standard Specifications. Item includes construction of the trench drain, conforming the concrete drain outlet to meet the proposed rock line channel, and paving additional roadway of Douglas Blvd to create a smooth transition between the existing roadway and the proposed drain. Existing pavement shall be sawcut. Trench Drain shall be ABT trenchformer or approved equal and be installed per manufacturers recommendations.

225.02 AC Paving

Along rock lined and block channel on Friedhoff Drive, the existing pavement shall be sawcut to create a clean edge between the pavement and the channels. The sawcut shall not be in the wheel path. 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. This work shall include excavation, subgrade preparation, aggregate base course, and striping 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 Tables 200.01.03-I and 200.01.03-II, 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 (Section 200.01.03 for Type 1, Class A or Type 2, Class B Crushed Aggregate Base) or where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete base (Section 200.01.04 for Type 1 or Type 2 Recycled Aggregate 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. No existing AC is to be recycled and used on the Project on-site.

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 308, "Untreated Base Courses" of the Standard Specifications. Aggregate base shall be a minimum of 8" thick or match existing, whichever is greater.

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 a minimum of 3" thick or match existing, whichever is greater. 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 64-28NV conforming to Table 201.02-IV, of the Standard Specifications.
- B. Aggregate shall be Type 3 conforming to Tables 200.02.03-I and 200.02.03-II, of the Standard Specifications.
- C. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work, in accordance with Section 337, "Composition of Mixtures" of the Standard Specifications.

The Contractor shall make all provisions to saw cut the edges of existing asphalt to expose the full depth of the section and form a clean edge at any transverse joint, for the freshly laid mixture. As directed by the Engineer in the field, a twelve inch (12") "T" cap key-in joint shall be created at all transverse joints with existing asphalt structural sections.

A tack coat of liquid asphalt shall be applied in accordance with the provisions in Section 316, "Tack Coat" of the Standard Specifications, to all contact surfaces of existing pavement, curbing, manholes, and other surfaces as designated by the Engineer prior to any asphalt concrete pavement being placed against them.

225.02 Measurement and Payment

"Trench Drain and Pavement Patch" 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 "Trench Drain and Pavement Patch" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in constructing trench drain, complete in place, including any excavation, bedding, structural backfill, concrete, trench forms, frame and grate, roadway paving, off-haul and disposal of excess materials and waste debris, and performance of conformance testing as shown on the Project Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer; and no additional compensation will be allowed.

SECTION 230 – PROPOSED CHANNELS

230.01 General

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to construct the proposed creek channel to the limits shown and in accordance with the Project Plans,

Contract Documents, Standard Specifications, these Special Technical Provisions, Project Permit(s), and as directed by the Engineer.

The alignment, elevations, grades, slopes, dimensions, etc. of the proposed channels are shown on the Project Plans to provide a basis for construction and bidding purposes. The Engineer is expected to make minor revisions and provide direction in the field to fit any varying field conditions. The Contractor shall include all costs for working under the direction of the Engineer in his/her bid for this work, as no additional compensation will be allowed therefore. Removal and disposal of all excess materials and waste debris shall be as specified elsewhere in these Special Technical Provisions.

230.02 Proposed Rock Lined Channel

The designated area shall be cleared and grubbed, and excavated/fill to the lines and grades as shown on the Project Plans. The sub-grade shall be graded and compacted as shown on the Project Plans. Upon acceptance of the sub-grade by the Engineer the Contractor shall prepare (mixed thoroughly and uniformly as described in these Specifications) and compact, the channel bed of the channel section as shown on the Plans, and all stone materials, sand, and aggregate shall be placed to the lines, grades, and dimensions as shown on the Project Plans, and as directed by the Engineer (in accordance with Section 200, "Gravel, Cobble, Rock, Boulder & Other Aggregates," of these Special Technical Provisions). Before the placement of the channel bed the Contractor shall place the filter fabric, as shown on the Project Plans. The filter fabric shall be keyed in on all sides of the channel. Filter fabric shall be permeable and conform to the Standard Specifications. The bed materials shall be filled and compacted around all edges of the rock rip rap to fill all the voids around the rock rip rap. The Contractor shall uniformly distribute stone materials to produce the required gradation of rock and to meet finished grades as shown on the Project Plans. As the work progresses the Contractor shall backfill and compact around the sides and edges of all stone materials to produce a stable channel bed.

Following the placement of all stone materials, aggregate, and chinking, for the sub-grade and bed, as accepted by the Engineer, the Contractor shall then properly place and compact all designated fill (as specified on the plans) to create the banks of the proposed channel and produce a firm and stable channel to the lines, grades, and dimensions as shown on the Project Plans and as directed by the Engineer. All fill including topsoil shall be placed to the required thickness, and finish graded to blend with the adjacent existing ground to create a smooth, natural appearance as directed by the Engineer; and to create a stable area to receive all proposed revegetation treatments to be completed by others. If directed by the Engineer, the Contractor shall place sand and or "Chinking Material" to fill voids in both the channel bed and banks. Where rock lined channel is directly adjacent to the paved road surface, saw-cutting and paving necessary to make a smooth transition from the roadway to the channel shall be included in this item.

240.04 Rock Drop Structure

The designated area shall be cleared and grubbed, and excavated/fill to the lines and grades as shown on the Project Plans. The sub-grade shall be prepared and compacted as shown on the Plans, and channel bed material shall be placed to the lines, grades, and dimensions as shown on the Project Plans, and as directed by the Engineer (in accordance with Section 200, "Cobble, Rock, Boulder & Other Aggregates", of these Special Technical Provisions). Filter fabric shall be permeable and conform to the Standard Specifications. Following the placement of the channel bed materials, the Contractor shall properly place the boulders and fill in with chinking material as shown on the Project Plans and as directed by the Engineer. Following the placement of boulders and filling with necessary chinking material, the Contractor shall then properly place and compact all designated fill (as specified on the

plans) to create the banks of the proposed channel and grading in order to produce a firm and stable channel to the lines, grades, and dimensions as shown on the Project Plans and as directed by the Engineer. All fill including topsoil shall be placed to the required thickness, and finish graded to blend with the adjacent grading areas to create a smooth, natural appearance as directed by the Engineer; and to create a stable area to receive all proposed revegetation treatments as to be completed by others. If directed by the Engineer, the Contractor shall place additional "Chinking Material" and/or Channel Bed Material to fill additional voids in both the channel bed and structure.

230.03 Proposed Block Channel

The designated area shall be cleared and grubbed, and excavated/fill to the lines and grades as shown on the Project Plans. A concrete edge shall be installed around all sides of the block channel. The sub-grade shall be graded and compacted as shown on the Project Plans. Upon acceptance of the sub-grade by the Engineer the Contractor shall prepare (mixed thoroughly and uniformly as described in these Specifications) and compact, the sand channel bedding before placing the Engineer approved block. Block may be Turfstone® or approved equal. Saw-cutting and paving necessary to make a smooth transition from the roadway to the channel shall be included in this item.

A mix design shall be performed and submitted to the Engineer in accordance with Subsections 337.01.01 "Mix Design" and 337.10 – "PCC for flatwork, curbs, ditches, and slope paving and structures" to determine the composition of the mixture. Unless otherwise specified, Portland Cement for concrete shall be Type II, low alkali. All concrete mixes shall meet the requirements of Section 337.10.01.03, Portland Cement Concrete Exposed to Freeze-Thaw Cycles of the Standard Specifications. No concrete shall be placed without approval by the Engineer of a mix design.

230.04 AC Paving

Along rock lined and block channel on Friedhoff Drive, the existing pavement shall be sawcut to create a clean edge between the pavement and the channels. The sawcut shall not be in the wheel path. 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. This work shall include excavation, subgrade preparation, aggregate base course, and striping 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 Tables 200.01.03-I and 200.01.03-II, 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 (Section 200.01.03 for Type 1, Class A or Type 2, Class B Crushed Aggregate Base) or where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete base (Section 200.01.04 for Type 1 or Type 2 Recycled Aggregate 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. No existing AC is to be recycled and used on the Project on-site.

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 308, "Untreated Base Courses" of the Standard Specifications. Aggregate base shall be a minimum or 8" thick or match existing, whichever is greater.

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 a minimum of 3" thick or match existing, whichever is greater. 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:

- D. Asphalt binder (cement) shall be performance graded PG 64-28NV conforming to Table 201.02-IV, of the Standard Specifications.
- E. Aggregate shall be Type 3 conforming to Tables 200.02.03-I and 200.02.03-II, of the Standard Specifications.
- F. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work, in accordance with Section 337, "Composition of Mixtures" of the Standard Specifications.

The Contractor shall make all provisions to saw cut the edges of existing asphalt to expose the full depth of the section and form a clean edge at any transverse joint, for the freshly laid mixture. As directed by the Engineer in the field, a twelve inch (12") "T" cap key-in joint shall be created at all transverse joints with existing asphalt structural sections.

A tack coat of liquid asphalt shall be applied in accordance with the provisions in Section 316, "Tack Coat" of the Standard Specifications, to all contact surfaces of existing pavement, curbing, manholes, and other surfaces as designated by the Engineer prior to any asphalt concrete pavement being placed against them.

230.05 Measurement and Payment

"Rock Lined Channel" shall be measured on a per linear foot basis along the centerline of the facility (i.e. alignments as shown on the Project Plans), complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The linear foot price for "Rock Lined Channel" shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the proposed channel, including but not limited to, excavation, sub-grade preparation, grading, stone materials, backfill, local borrow, import, compaction, and off-haul and disposal of excess materials, for a complete job in place to the lines, grades, 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.

Payment for "Rock Drop Structures" shall be made at the contract unit price per each, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work. The contract unit price for "Rock Drop Structures" shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the each drop structure, including but not limited to, excavation, sub-grade preparation, grading, stone materials, backfill, local borrow, import, compaction, and off-haul and disposal of excess materials, for a complete job in place to the lines, grades, 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.

"Block Channel" shall be measured on a per linear foot basis along the centerline of the facility (i.e. alignments as shown on the Project Plans), complete in place and accepted by the Engineer as

conforming to all the requirements in the complete work. The linear foot price for “Block Channel” shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the proposed channel, including but not limited to, excavation, sub-grade preparation, grading, stone materials, concrete edge, block, backfill, local borrow, import, compaction, and off-haul and disposal of excess materials, for a complete job in place to the lines, grades, 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 260 – REVEGETATION

260.01 General. The contractor must follow the following revegetation specification for areas of disturbance outside of the work areas shown on the plans. Otherwise revegetation work will be conducted by others.

Revegetation work shall be conducted during non-windy conditions. Windy conditions are defined as a sustained wind of 8 mph or more; gusts where the difference between the ambient and the increased velocity is more than 4 mph; or any conditions that may make the dispersal of revegetation and erosion control material difficult or inaccurate. The Contractor is responsible for providing certified instruments or data from certified instruments in case of a claim or conflict. There shall be no pay item, payment or claim for instruments or data from measuring instruments.

The Contractor shall notify the Engineer no less than three (3) working days in advance of revegetation work and shall not begin work until prepared revegetation treatment areas have been accepted by the Engineer. The Contractor shall request that treatment types and boundaries are located by the Engineer prior to progressing with the work.

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. Delineate project boundaries with fencing per the requirements in Construction Limit Fencing and in these Special Technical Provisions. Traffic outside of 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 directed by the Engineer.

All compacted soils in the project area shall be loosened as needed to a depth of 6” unless otherwise specified or directed by the Engineer. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be left rough unless erosion control blankets are specified, in which case soils shall be raked smooth. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

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

260.02. Materials. Revegetation shall progress in an order submitted by the Contractor and as approved by the Engineer.

Seed

The proposed seed mix shall be as follows:

SPECIES	Percent Seed Mix (%)
Streambank Wheatgrass 'Sodar'	9.40
Big Bluegrass	5.73
Fescue Idaho	12.01
Hard Fescue Durar	14.56
Squirreltail	4.80
Creeping Wildrye	4.96
Slender Wheatgrass	12.27
California Sierra Brome	6.77
Blue Flax	2.60
California Poppy	2.72
Sulfur-flower Buckwheat	2.79
Yarrow	2.48
Lupin Agenteus	2.54
Woods Rose	1.55
Mountain Big Sagebrush	1.23
Antelope Bitterbrush	2.54
Penstemon Eatonii	4.80

260.03 Measurement and payment

There will be no payment for revegetation work as this work will be the sole responsibility of the contractor if areas are disturbed outside of the allowable areas shown on the approved plans. \All costs in connection with this work will be considered incidental to the project”

Exhibit B

PROJECT PERMITS



Mail
 PO Box 5310
 Stateline, NV 89449-5310

Location
 128 Market Street
 Stateline, NV 89449

Contact
 Phone: 775-588-4547
 Fax: 775-588-4527
 www.trpa.org

PERMIT

PROJECT DESCRIPTION: Pittman Terrace Water Quality Improvement Project

FILE #: EIPC2018-0006

TRPA PROJECT NUMBER: 560-101-00

PERMITTEE(S): Nevada Tahoe Conservation District

COUNTY/LOCATION: Douglas/Pittman Terrace Neighborhood

Having made the findings required by Agency ordinances and rules, TRPA approved this permit on April 27, 2018, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on April 27, 2021 without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT; AND,
- (3) A TRPA PREGRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR, AND A CONSTRUCTION SCHEDULE SUBMITTED.

Sharon Inadman 4/27/18
 TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain 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

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 stormwater improvements including sub-surface infiltration features, rock lined ditches and other improvements as approved on the plans. The goal of the project is to treat stormwater for fine sediment particles prior to discharging to Lake Tahoe. Improvements are in the NDOT Right of Way, Douglas County Right of Way and Pittman Terrace common property. Construction is planned for the 2018 construction season.
2. Associated documents providing guidance, requirements, and conditions are included in the *TRPA Standard Conditions of Approval (Attachment Q)*; *the final TRPA stamped Approved Plans*; and *the Special Technical Provisions*.
3. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
4. Prior to permit acknowledgement submit the following to TRPA for review and approval:
 - A. 3 sets of final construction plans.
 - B. A BMP Inspection and Maintenance Log shall be submitted to TRPA. The log shall be filled out twice annually, in the spring and fall. This plan shall be retained on-site and made available to TRPA per request. A sample plan may be viewed here: http://tahoebmp.org/Documents/BMPHandbook/Maintenance_Log_static_form.pdf.
5. Prior to the pre-grade inspection submit a detailed construction schedule to TRPA.
6. An onsite inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the temporary BMPs required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.
7. The permittee shall be responsible for ensuring that all temporary BMPs are constructed as directed by the TRPA Project Manager or Environmental Compliance Inspector.

8. If artifacts, archaeological soils, or unusual amounts of bone or shell are uncovered during the construction activities, all work in the area will be stopped and a qualified archeologist will be immediately contacted for on-site consultation.
9. 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.
10. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.
11. This site shall be winterized in accordance with the provisions of Attachment Q by **October 15th** of each construction season.
12. 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.
13. Permittee shall schedule a final inspection when the project is complete.
14. To the maximum extent allowable by law, each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its governing board, officers, employees and its agents (collectively "Indemnitee") from and against all suits, losses, damages, injuries, liabilities, and claims proximately caused by the Indemnitor. To the extent permitted by law, where the foregoing indemnity applies, it includes all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; and (3) the design, installation, or operation of any improvements.

END OF PERMIT



Mail
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Stateline, NV 89449-5310

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Fax: 775-588-4527
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MITIGATED FINDING OF NO SIGNIFICANT EFFECT

PROJECT DESCRIPTION: Pittman Terrace Water Quality Improvement Project

FILE #: EIPC2018-0006

TRPA PROJECT NUMBER: 560-101-00


PERMITTEE(S): Nevada Tahoe Conservation District

COUNTY/LOCATION: Douglas/Pittman Terrace Neighborhood

Staff Analysis: In accordance with Article IV of the Tahoe Regional Planning Compact, as amended, and Section 6.3 of the TRPA Rules and Regulations of Practice and Procedure, the TRPA staff has reviewed the information submitted with the subject project. Based on this initial environmental evaluation, Agency staff has found that the subject project will not have a significant effect on the environment.

Determination: Based on the above-stated finding, the subject project is conditionally exempt from the requirement to prepare an Environmental Impact Statement. The conditions of this exemption are the conditions of permit approval.


TRPA Chairman or Executive Director


Date