Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Agenda

November 30, 2017
10:00 AM (estimated 2 hour duration)

Location: Nevada Tahoe Conservation District building, 400 Dorla Ct., Zephyr Cove, NV

Call in Information: (515) 739-1034, code 341249#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at http://ntcd.org/html/board.php

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items	Page #
6 Agency Reports, Discussion/Possible Action	
A For Possible Action: Natural Resources Conservation Service (NRCS) report	
B For Possible Action: National Association of Conservation Districts (NACD) report	
C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report	
D For Possible Action: Nevada Association of Conservation Districts (NvACD) report	
7 Discussion/Possible Action (Business)	
A For Possible Action: Approval of the Board of Supervisors meeting minutes for October 19 , 2017	4

ADMINISTRATIVE CALENDAR

Agenda Items		Page #
8	**Consent Calendar items pulled for further discussion** Item(s) pulled from the Consent Calendar will be heard at this time.	
9	**For Possible Action: Approval of the NTCD financial report for October 2017.** As of 9/30/17, the District's Fund balance was $110,614. This represents the District's available spendable resources, or assets less liabilities. August had a deficit of $697. There was approximately $2000 more General Fund spending by the staff than average and the quarterly Pool Pact payment of $2,223. To balance this, the District received their annual $4,543 from the Conservation District Program (State of Nevada). This is the District's 4st month of the fiscal year.	8
10	**For Possible Action: Board Resolutions and Approval of Assurances for 2017 Nevada Tahoe Bond Act Grant Applications** Three grant pre-applications (Rosewood Creek Continuation, Marlette Creek Restoration and Water Quality Improvement, and Kahle Water Quality Basin Improvement Project) have been approved by the Nevada Division of State Lands for application to the Nevada Tahoe Water Quality and Erosion Control Grant Program. Full proposals are due today and require a board resolution approving the application as well as signed assurances.	14
11	**For Possible Action: Update of the Douglas County for Kahle Water Quality Basin Implementation Grant and Approval of the Douglas County Interlocal Agreement** A new contract of $410,000 for the Kahle Water Quality Basin Implementation Project has been approved by Douglas County and the Tahoe Regional Planning Agency. An interlocal agreement and scope of work have been complied and will be presented at the Board of County Commissioners later today.	41
12	**For Possible Action: Approval of sub-consultant Agreement for Welsh Hagen Associates** Welsh Hagen Associates was selected by the Tahoe Transportation District (TTD) to complete the 50% design of the Kahle Drive Complete Street Project. The District wishes to use the selection process used by TTD and award the contract Welsh Hagen.	50
13	**For Possible Action: Updating Key Executives and Removing Owner of Wells Fargo Business Account** Jason Brand is the Key executive and Dan St John is the Owner of the NTCD bank account. Wells Fargo requires a board motion to update these account managers.	
14	**For Possible Action: Approval of Caltrans Lake Tahoe Total Maximum Daily Load Monitoring and Reporting Subgrant Agreement** This is a new agreement that is very similar to agreements with CDM Smith and Caltrans in the past. This will provide as-need support for stormwater management and regulatory compliance.	51
15	**For Possible Action: Staff Report**	
16	**Supervisor's Comments**	
17	**Public Interest Comments**	
18	**For Possible Action: Motion to Adjourn**	

Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Minutes

October 19, 2017
10:00 AM (1:15 duration)

Location: Douglas County Library, 233 Warrior Way, Zephyr Cove, NV 89448

Present:	Supervisor G. Smith	L. Coe, NRCS Representative
	Supervisor Cook	D. Smith, Washoe County advisor
	Supervisor Nelson	M. Kelly, District Manager
	Supervisor McCarthy (via telephone)	D. Olson, Asst. District Manager
	Supervisor Perlman-Whyman (via telephone)	
	Supervisor Martin	
Absent:	Supervisor Berkbigler	
	Supervisor Sarnoff	

Agenda Item

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2 Supervisor Roll Call

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5 Public Interest Comments (No Action)

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CONSENT CALENDAR

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Motion to approve the Consent Calendar

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6 Agency Reports, Discussion/Possible Action	
A For Possible Action: Natural Resources Conservation Service (NRCS) report No report by L Coe.	
B For Possible Action: National Association of Conservation Districts (NACD) report	
C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report	
D For Possible Action: Nevada Association of Conservation Districts (NvACD) report	
7 Discussion/Possible Action (Business)	
A For Possible Action: Approval of the Board of Supervisors meeting minutes for August 17, 2017	3
B For Possible Action: Contract Amendment to the Nevada Division of Environmental Protection Lake Clarity Crediting Program Registration and Implementation Grant. District Manager Kelly signed an amendment with Nevada Division of Environmental Protection for the Lake Clarity Crediting Program Registration and Implementation Grant to extend the contract by one year till March 31, 2019.	8
C For Possible Action: Approval of the 2017 Fiscal Year Annual and Financial Report. This was completed and sent to State Conservation Commission at the end of September.	9
D For Possible Action: Approval of the NTCD financial reports for August 2017. As of 8/31/17, the District's Fund balance was $106,827. This represents the District's available spendable resources, or assets less liabilities. August had a surplus of $5,185. The surplus was due to having minimal extra expenses this month and normal spending by staff to the general fund. This is the District's 2st month of the new fiscal year.	27

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion

6A was pulled for discussion. See above for comments. Consent calendar was approved by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously.

9 For Possible Action: Approval of the NTCD financial reports for Sept 2017. 33

As of 9/30/17, the District's Fund balance was $111,353. This represents the District's available spendable resources, or assets less liabilities. August had a surplus of $4,527. The surplus was due to less General Fund spending by the staff than average. This is the District's 3st month of the fiscal year. Assistant District Manager Dana commented that we will hopefully running on a bit of surplus due to more time she is spending on grant work and District Manager Kelly keeping her administration time to a minimum. Approved by Supervisor Nelson, seconded by Supervisor Martin. Motion carried unanimously.

10 For Possible Action: Approval of the New Contract Agreement with Tahoe Resource Conservation District for Lake Clarity Crediting Program Registration and Implementation Grant 39

A new contract with the Tahoe Resource Conservation District (Tahoe RCD) for Lake Clarity Crediting Program Registration and Implementation needs to be approved. This contract is for $5,400 and spanning from October 1, 2017 to December 31, 2018. District Manager Kelly noted that this is similar project as what has been done in the past with the Tahoe RCD. The contract was approved by Supervisor Martin, seconded by Supervisor Smith. Motion carried unanimously.

11 For Possible Action: Approval of the New Contract Agreement with United States Forest Service (USFS), Nevada Department of Transportation (NDOT) and Douglas County for Kahle Water Quality Basin Implementation Grant and Interlocal Agreement 57

New contracts for the amounts of $540,000 from USFS, $225,000 from NDOT and $410,000 for the Kahle Water Quality Basin Implementation Project. This project will Start November 1, 2017 and complete December 31, 2018. Agreements have not been finalized, but due to the quick turnaround time, it is necessary that the Board discuss it now. District Manager Kelly explained that this started with a reallocation of US Forest Service funds that were not used in the Burke Creek Realignment Project. Douglas County will be voting today on whether to use $410,000 of TRPA mitigation funds for this project. And NDOT will be voting soon also. This is an accelerated project that needs to be completed within a year and therefore the timeline is very tight. NTCD will design the basins and do all of the construction oversight. This is Phase 1 of a 3 phase project. Phase 2 of the project includes raising the grade of Kahle drive and installing a bike and walking path. This project will most likely include a 50% design of Phase 2. Phase 3 will create a functioning stream environment zone. Supervisor Martin noted that this has been on NTCD's radar for a long time and is a great project. District Manager Kelly explained that the Natural Resources Conservation Service's funds were essential and allowed her to work on developing this great grant opportunity. Supervisor Martin, noting that NTCD has contracts with all of these entities currently, motioned to approve Supervisor Smith to sign these contracts when they are ready. Seconded by Supervisor Nelson. Motion carried unanimously.

12 For Possible Action: Electing a Voting Representative to the Nevada Association of Conservation Districts (NvACD) Annual Meeting

The NvACD Annual Meeting is November 7th in Minden, Nevada. NTCD needs to elect a voting delegate to represent the District in this meeting. Supervisor Perlman Whyman discussed the upcoming NvACD annual meeting and encouraged other board members to attend. She also brought up that that NTCD needs to elect a voting representative and she is happy to do it. Supervisor Martin said he may attend for a day if possible. Supervisor McCarthy nominated Supervisor Perlman Whyman to be the voting representative. Supervisor Martin questioned Supervisor Perlman Whyman if she had and issues with Maggie Orr's stance in the wild horse email sent out by her. Supervisor Perlman Whyman said she did not. Approved by Supervisor Martin and seconded by Supervisor Cook. Motion carried unanimously.

13 For Possible Action: Updating Key Executives and Removing Owner of Wells Fargo Business Account

Jason Brand is the Key executive and Dan St John is the Owner of the NTCD bank account. Wells Fargo requires a board motion to update these account managers. This was not voted on due to it not being on the agenda 3 days in advance. Will be brought up again next month.

14 For Possible Action: Staff Report

District Manager Kelly mentioned that NTCD had a theft last month and are working with the insurance to file a claim. The largest items taken were a laptop and a water flow meter. She also mentioned that Domi was pregnant and will be taking off two to three months this winter.

15 Supervisor's Comments

Supervisor Martin again thanked L Coe and NRCS for the funds that were granted the district and hopes that these necessary funds will be granted again in the future.

Supervisor Cook asked if there was any way for NTCD to mandate Best Management Practices to be completed by homeowners. District Manager Kelly replied that that is a Tahoe Regional Planning Agency issue and we are not a regulatory agency and therefore cannot mandate them to be done.

16 Public Interest Comments

17 For Possible Action: Motion to Adjourn

Approved by Supervisor Martin and seconded by Supervisor Cook. Motion carried unanimously.

			GENERAL FUND	GENERAL FUND		Percent of year =	33%
		NV TAHOE CONSERVATION DIST.	Oct	YTD July 2017 -June 2018	Budget	Variance Favorable (Unfavorable)	% of Budget
	General Fund						
Community Grants-Income							
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County				25,000.00	(25,000.00)	0%
	NV Division of Conser. District		4,542.86	4,542.86	4,000.00	542.86	114%
	Washoe County Community Grant					0.00	0%
Total Community Grants-Income			**4,542.86**	**4,542.86**	**32,000.00**	**(27,457.14)**	14%
Grants-Income						0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
Total Grants-Income			**0.00**	**0.00**		**0.00**	
Income-Pass Thru Subcontractor						0.00	
Interest						0.00	
Miscellaneous Income				(0.01)		(0.01)	
Prior Year Income						0.00	
Services Rendered							
Vehicle Use Income						0.00	
Wage Reimbursements						0.00	
Indirect Cost Income-Ge		**(GL Shows in Expense Category)**	11,004.90	47,887.66	140,500.00	(92,612.34)	34%
		TOTAL INCOME	**15,547.76**	**52,430.51**	**172,500.00**	**(120,069.49)**	**30%**
EXPENSES							
Advertising-Expense						**0.00**	**0%**
Building Expense							
	Building Repairs/Maint-Expense		90.00	405.00	1,680.00	1,275.00	**24%**
Total Building Expense			**90.00**	**405.00**	**1,680.00**	**1,275.00**	
Conference & Training-Expense							
	Food		50.00	50.00		(50.00)	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees					0.00	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other		130.00	1,125.00		(1,125.00)	
Total Conference & Training-Expense			**180.00**	**1,175.00**	**2,000.00**	**825.00**	**59%**
Deposit Security						**0.00**	
Donation-Expense						**0.00**	
Dues and Subscriptions-Expense							
	Membership/Dues District					0.00	
	Membership/Dues Staff					0.00	
	Dues and Subscriptions-Expense - Other		101.00	101.00	1,000.00	899.00	
Total Dues and Subscriptions-Expense			**101.00**	**101.00**	**1,000.00**	**899.00**	**10%**
Equipment-Expense						0.00	

	Cell Phones						
	Computer Hardware & Software		65.00	1,089.97	6,610.00	5,520.03	16%
	Computer Maintenance & Repair				500.00	500.00	0%
	Office Equipment & Furniture					0.00	
	Rental/Leasing Fees Equipment		391.86	1,204.08	5,000.00	3,795.92	24%
	Repairs & Maintenance Equipment					0.00	
	Telephone System					0.00	
	Equipment-Expense - Other			234.99		(234.99)	
Total Equipment-Expense			**456.86**	**2,529.04**	**12,110.00**	**9,580.96**	**21%**
Indirect Cost		**(See Excel Income Section)**					
	Administrative Cost-Grants					0.00	
	Indirect Cost - Other					0.00	
Total Indirect Cost		**See Revenues above**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**
Insurance-Expense						0.00	
	E&O/Prop/ Liability Insurance			4,516.93	5,000.00	483.07	90%
Total Insurance-Expense			**0.00**	**4,516.93**	**5,000.00**	**483.07**	**90%**
	Meals - Expense					0.00	
	Meetings Epense - Other			8.99		(8.99)	
Meetings Expense			**0.00**	**8.99**	**500.00**	**500.00**	**0%**
Miscellaneous Expense							
Other Expenses					**0.00**		
Professional Fees-Expense							
	Audit				12,500.00	12,500.00	0%
	Accounting		10.00	36.99		(36.99)	
	Bank fees		23.62	124.74	600.00	475.26	
	Computer/Software Maintenance						
	Professional Fees-Expense - Other				300.00	300.00	0%
Total Professional Fees-Expense			**33.62**	**161.73**	**13,400.00**	**13,238.27**	**1%**
Rents and Leases							
	Office Space Lease		1,250.00	5,000.00	15,000.00	10,000.00	**33%**
	Storage Rents						
	Rents and Leales-Other					0.00	
Total Rents and Leases			**1,250.00**	**5,000.00**	**15,000.00**	**10,000.00**	**33%**
Service Charges				**12.00**		**(12.00)**	**100%**
Subcontractor Fees-Expense						0.00	
	2nd Nature					0.00	
	Biological by Design					0.00	
	High Sierra Water Lab					0.00	
	Hughes Weed Control					0.00	
	Jacobs, Jack P.E.					0.00	
	Nichols Consulting Engineers					0.00	
	Round Hill GID					0.00	
	Other				0.00	0.00	
Total Subcontractor Fees-Expense			**0.00**	**0.00**	**0.00**	**0.00**	
Supplies-Expense							

	Office Supplies		262.90	365.03	2,000.00		
	Photocopies						
	Postage and Delivery			5.50	1,200.00		
	Publication/Printing		48.79	48.79			
	Supplies-Expense - Other				500.00	500.00	0%
Total Supplies-Expense			**311.69**	**419.32**	**3,700.00**	**3,280.68**	**11%**
Telecommunications							
	Cell Phone					0.00	
	Internet Fees			120.00	150.00	30.00	80%
	Long Distance					0.00	
	Phone Services		293.65	1,170.16	5,000.00	3,829.84	23%
	Telephone-Expense - Other					0.00	
Total Telecommunications-Expense			**293.65**	**1,290.16**	**5,150.00**	**3,859.84**	**25%**
Vehicles-Expense						0.00	
	District Vehicle Use		(108.08)	(860.32)	(2,500.00)		
	Fuel-Expense		113.11	325.19	2,000.00	1,674.81	16%
	License & Maintenance		82.68	82.68	1,500.00	1,417.32	6%
	Mileage Reimbursement Expense		25.68	25.68	100.00		
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense			**113.39**	**(426.77)**	**1,100.00**	**1,526.77**	**-39%**
Wages							
	Payroll Clearing Account		1,233.03	656.07			
	Wages-Administrator		0.00	151.23			
	Wages - Asst. Dist. Mgr (DO)		5,264.90	19,686.82			
	Wages-ES III (DF)		2,259.59	7,929.48			
	Professional Engineer (MG)		577.74	4,325.56			
	Professional Engineer (MK)		5347.04	16,369.87			
	Wages-Staff Engineer		1,292.91	3,512.67			
	Wages - Other		(0.05)	(0.88)			
	Uncompensated Absence-Reimb Exp		(2,703.64)	(13,754.98)			
Total Wages			**13,271.52**	**38,875.84**	**110,000.00**	**71,124.16**	**35%**
Wages-Overhead/Fringe						0.00	
	Long Term Disability		143.52	542.29	1,860.00		
Total Wages-Overhead/Fringe			**143.52**	**542.29**	1,860.00	**1,317.71**	**29%**
		Total Wages/Ovrhead	**13,415.04**	**39,418.13**	**111,860.00**	**72,441.87**	**64%**
Revolving Account							
	TOTAL EXPENSES (No Indirect included)		**16,245.25**	**54,610.53**	**172,500.00**	**117,889.47**	**32%**
	NET REVENUE OVER/(UNDER) EXPENSES		**(697.49)**	**(2,180.02)**			
		Fund Balance (total equity)	**$ 110,614**				

Nevada Tahoe Conservation District
Balance Sheet
As of October 31, 2017

	Oct 31, 17
ASSETS	
Current Assets	
Checking/Savings	
Petty Cash	0.86
Wells Fargo - General 2513204	33,117.42
Total Checking/Savings	33,118.28
Accounts Receivable	
Accounts Receivable	131,731.83
Total Accounts Receivable	131,731.83
Total Current Assets	164,850.11
Other Assets	
Prepaid expenses	1,200.00
Total Other Assets	1,200.00
TOTAL ASSETS	**166,050.11**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	14,390.41
Total Accounts Payable	14,390.41
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Demo garden	515.64
Deferred Income - NACD	18,325.31
Liab.Uncompensated Absences	20,980.04
Payroll Liabilities	
457 Payable	289.91
NV Unemployment Bond Factors Pa	28.80
NV Unemployment Payable	98.78
Total Payroll Liabilities	417.49
Total Other Current Liabilities	41,045.39
Total Current Liabilities	55,435.80
Total Liabilities	55,435.80
Equity	
Opening Balance	11,724.59
Prior Earnings	101,069.74
Net Income	-2,180.02
Total Equity	110,614.31
TOTAL LIABILITIES & EQUITY	**166,050.11**

Nevada Tahoe Conservation District
A/R Aging Summary
As of October 31, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Cal Trans Task #3	0.00	0.00	0.00	3,652.92	0.00	3,652.92
Cal Trans Task Order #5	0.00	0.00	216.47	0.00	0.00	216.47
NACD Urban Ag	447.16	0.00	0.00	0.00	0.00	447.16
NDEP Program Reg	9,452.10	0.00	0.00	7,869.86	0.00	17,321.96
NDOT LCCP Reg & Imp	0.00	0.00	7,164.04	0.00	0.00	7,164.04
NDOT Pittman	11,829.30	0.00	6,194.41	0.00	2,354.27	20,377.98
NDOT ZC	1,752.66	0.00	7,339.26	660.47	3,521.72	13,274.11
NDSL Green St Infrastructure	8,510.99	0.00	0.00	0.00	0.00	8,510.99
NRCS	18.73	0.00	3,495.16	0.00	3,463.87	6,977.76
TRCD SNPLMA Monitoring	262.98	0.00	432.18	0.00	1,019.27	1,714.43
USBOR RWC Continuation	7,175.40	0.00	0.00	0.00	0.00	7,175.40
USFS BCX	3,935.17	0.00	7,807.45	0.00	0.00	11,742.62
Washoe Co LCCP Reg TRPA	0.00	0.00	8,164.38	0.00	0.00	8,164.38
Washoe Co. 100% Parcel BMPs	0.00	0.00	0.00	0.00	55.64	55.64
Wildscape CalTrans Y-Trout	829.18	0.00	1,768.24	3,142.79	6,637.50	12,377.71
Wildscape Hassett Marinas	462.39	0.00	2,444.75	2,673.99	1,728.15	7,309.28
Wildscape TKM	0.00	0.00	2,428.65	1,607.45	1,212.88	5,248.98
TOTAL	**44,676.06**	**0.00**	**47,454.99**	**19,607.48**	**19,993.30**	**131,731.83**

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Nevada Tahoe Conservation District
A/P Aging Summary
As of October 31, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Atkins North America, Inc.	0.00	387.50	0.00	0.00	0.00	387.50
Balance Hydrologics, Inc.	1,519.03	0.00	0.00	0.00	0.00	1,519.03
Desert Research Institute	0.00	4,233.64	0.00	0.00	0.00	4,233.64
Fellers, Dominique	0.00	5.35	0.00	0.00	0.00	5.35
Monica Grammenos AP	0.00	33.38	0.00	0.00	0.00	33.38
PERS, State of Nevada	7,494.03	0.00	0.00	0.00	0.00	7,494.03
Village Ace Hardware	17.94	0.00	0.00	0.00	0.00	17.94
Wells Fargo Business Card Olson	700.61	0.00	0.00	0.00	0.00	700.61
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
TOTAL	**9,731.61**	**4,659.87**	**0.00**	**0.00**	**-1.07**	**14,390.41**

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BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

WATER QUALITY AND EROSION CONTROL GRANT PROGRAM
PRE-APPLICATION

I. GENERAL PROJECT INFORMATION SEZ Restoration and Water Quality

A. Project Title (Include EIP# And Name) Rosewood Creek Continuation, 01.02.03.0005

B. Project Location (ATTACH USGS 7.5 MIN. MAP IDENTIFYING LOCATION)

C. Brief project description and identification of the public benefits of the project

Restore approximate 400 linear feet of stream channel connecting two previous restorations. Install stormwater treatment facilities to treat area from SR 28. Benefits include water quality, load reduction, fish habitat, terrestrial habitat,

D. How far along is project in development?

The project has a completed alternatives analysis and conceptual plan. The project is over 90% funded.

E. If the project proposes to treat stormwater runoff, please provide information (including pictures and site plans where possible) on the connectivity of the stormwater to Lake Tahoe within the project area.

Stormwater basins are proposed where runoff from SR 28 flows mostly untreated (outdated vault and sediment can only) to Rosewood Creek which is directly connected to Lake Tahoe. The credit potential is 4.5 credits.

II. APPLICANT INFORMATION

A. Name Meghan Kelly EMAIL mkelly@ntcd.org

Address PO Box 915, Zephyr Cove, NV 89448 Phone Number 775-586-1610 x30

B. Owner of property NDOT and IVGID

C. If the applicant is not the owner of the property, please describe the applicant's interest in the project and who the applicant represents.

The applicant represents Nevada Tahoe Conservation District tasked with conservation and improvement of Lake Tahoe's natural resources. NTCD already has a grant to do the majority of the work from the Bureau of Reclamation.

III. BUDGET OVERVIEW (IF KNOWN)

A. Estimate of request to state $30,000
(cannot exceed 75% for non-state agencies)

Estimate minimum 25% match $370,029
(required for non-state agencies)

Estimated total project cost $400,029

B. PROPOSED METHOD OF FINANCING MINIMUM 25% MATCH

1. Cash 370029

2. In-kind 0

3. Other 0

Total match 370,029.00

IV. PROJECT ANTICIPATED START AND COMPLETION DATES

START October 12, 2017 COMPLETION September 30, 2021

V. SIGNATURE OF APPLICANT

DocuSigned by:
Meghan Kelly
C50735737B3B498...
_____,
(APPLICANT)

Do you have additional attachments? Yes x No
(please combine all information in one document for upload)

For questions or concerns please contact:

Holly K Holwager
Nevada Division of State Lands
901 S Stewart Street, Suite 5003
Carson City, NV 89701
mailto:hkholwager@lands.nv.gov
Phone: 775-684-2725

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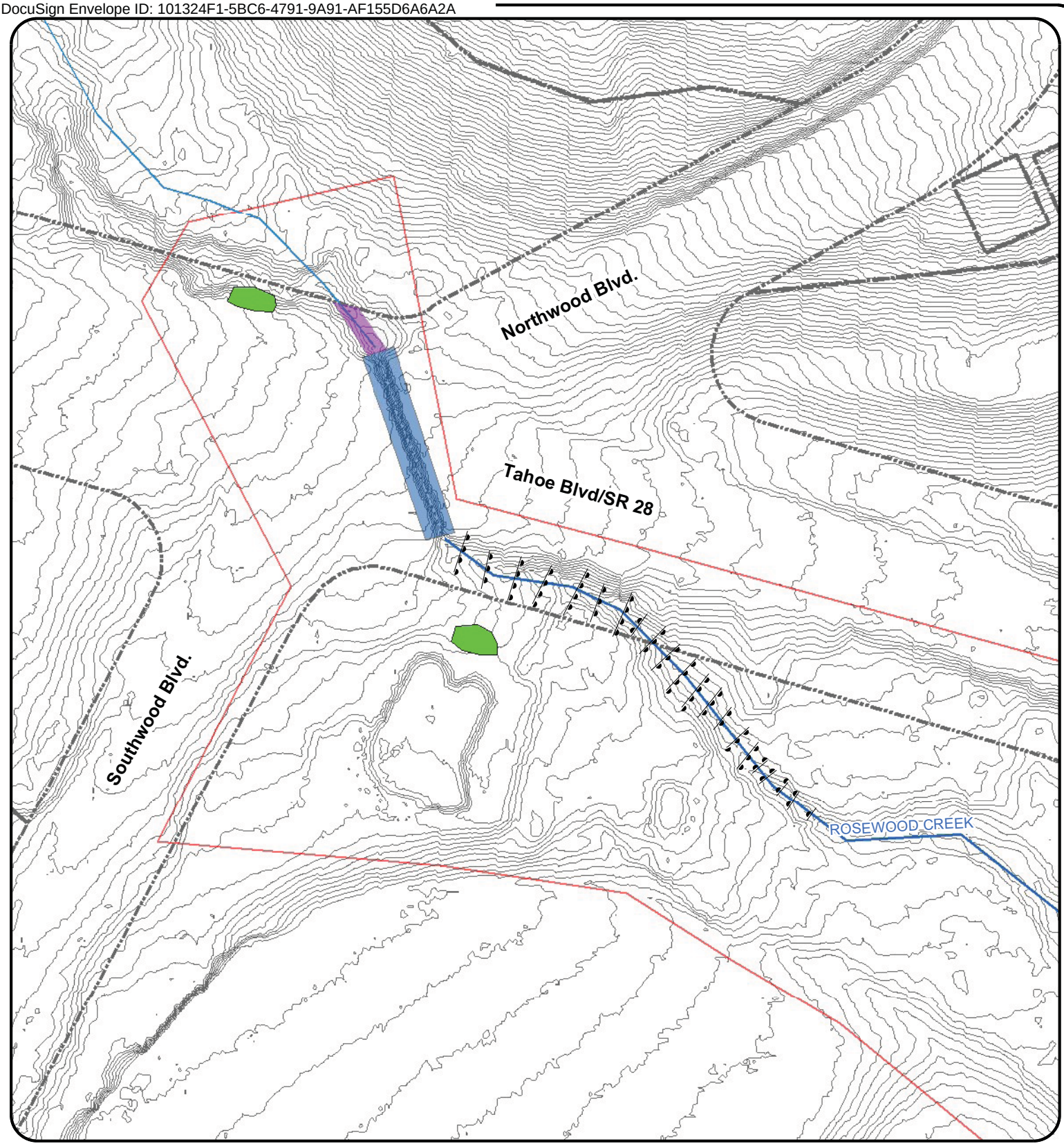

Legend

- Grade Controls
- Add Pools
- Stormwater Treatment
- Parcel Boundaries
- Line Ex Culvert In Place
- Project Boundary
- 1 ft contours

Figure 2: Alternative 2
Culvert Retrofit w/ Biostabilization

Scale - 1:910

0 40 80 160 Feet

NV West State Plane	NAD 83	horiz. units: feet
Prepared by NTCD	Nevada Tahoe Conservation District	October 2017

DocuSign Envelope ID: 101324F1-5BC6-4791-9A91-AF155D6A6A2A

Produced by the United States Geological Survey

Control by USGS and NOS/NOAA

Compiled from imagery dated 1953. Revised from imagery dated 1992
PLSS current as of 1992. Survey control current as of 1955
Map edited 1994. Contours and land elevations have not been revised
and may conflict with other content

North American Datum of 1927 (NAD 27). Projection and
blue 1000-meter Universal Transverse Mercator ticks, zone 11
10,000-foot ticks: Nevada Coordinate System, west zone

North American Datum of 1983 (NAD 83) is shown by dashed corner ticks
The values of the shift between NAD 27 and NAD 83 for 7.5-minute
intersections are obtainable from National Geodetic Survey NADCON software

There may be private inholdings within the boundaries of
the National or State reservations shown on this map

UTM GRID AND 1994 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

CONTOUR INTERVAL 40 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
TO CONVERT FEET TO METERS MULTIPLY BY 0.3048
TO CONVERT METERS TO FEET MULTIPLY BY 3.2808

QUADRANGLE LOCATION

ADJOINING 7.5' QUADRANGLE NAMES
1 Martin Peak
2 Mount Rose
3 Washoe City
4 Kings Beach
5 Carson City
6 Meeks Bay
7 Glenbrook
8 Genoa

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

DMA 2062 III NW-SERIES V896

Nevada Tahoe Conservation District Board Resolution

Resolution of the ***Nevada Tahoe Conservation District*** approving the application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds.

Project:Rosewood Creek Continuation Project

WHEREAS, the ***Nevada Tahoe Conservation District*** is submitting an application to the Division of State Lands(the “Division”) for financial assistance; and,

WHEREAS, the adopted procedures established by the Division require that the applicant must certify by resolution the approval of proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the Division.

NOW THEREFORE, BE IT RESOLVED that the proposed ***Rosewood Creek Continuation Project*** is approved for implementation;

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District*** does hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District Board*** does hereby appoint ***Meghan Kelly*** as agent of the ***Nevada Tahoe Conservation District*** to conduct all negotiations, execute and submit all documents including applications, agreements, billing statements, and so on which may be necessary for the completion of the above project.

Introduced, passed and approved this 16th day November, 2017.

_____ _____

Name Title

Attest:

_____ _____

Name Title

ASSURANCES

State of Nevada, Division of State Lands
Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.

B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.

D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.

E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.

F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:

- Project Initiation after grant award
- Completion of 25, 50, and 90 percent of the Project design
- Final design prior to advertisement and award of contract

- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.

I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.

K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.

L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).

N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name _____

Signature _____ Date: _____

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BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
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Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

WATER QUALITY AND EROSION CONTROL GRANT PROGRAM
PRE-APPLICATION

I. GENERAL PROJECT INFORMATION SEZ Restoration and Stormwater Treatment

A. Project Title (Include EIP# And Name) Marlette Crk Restoration and WQIP, 01.01.02.0033

B. Project Location (ATTACH USGS 7.5 MIN. MAP IDENTIFYING LOCATION)

C. Brief project description and identification of the public benefits of the project

This project near Thunderbird lodge on Tahoe's east shore proposes to treat SR28 stormwater runoff prior to entering Marlette Creek, alleviate stormwater ponding on State Route 28, and restore the creek channel by separating stormwater runoff from

D. How far along is project in development?

Conceptual planning and site visits have been conducted with the landowners. The project is on the priority list for the Lake Tahoe Restoration Act.

E. If the project proposes to treat stormwater runoff, please provide information (including pictures and site plans where possible) on the connectivity of the stormwater to Lake Tahoe within the project area.

The project would treat stormwater runoff from SR28 that is directly connected to Lake Tahoe via Marlette. In some cases, pipes flow onto eroding roadway embankments and directly into the creek.

II. APPLICANT INFORMATION

A. Name Meghan Kelly EMAIL mkelly@ntcd.org

Address PO Box 915, Zephyr Cove, NV 89448 Phone Number 775-586-1610 x30

B. Owner of property NDOT and USFS

C. If the applicant is not the owner of the property, please describe the applicant's interest in the project and who the applicant represents.

The applicant represents Nevada Tahoe Conservation District tasked with conservation and improvement of Lake Tahoe's natural resources. Because of the multiple property owners, NTCD is suited to manage the project much like the Burke

III. BUDGET OVERVIEW (IF KNOWN)

A. Estimate of request to state 500000
(cannot exceed 75% for non-state agencies)

Estimate minimum 25% match 500000
(required for non-state agencies)

Estimated total project cost 1000000

B. PROPOSED METHOD OF FINANCING MINIMUM 25% MATCH

1. Cash 500000

2. In-kind 0

3. Other 0

Total match 500,000.00

IV. PROJECT ANTICIPATED START AND COMPLETION DATES

START 12/1/2017 COMPLETION 1/31/2020

V. SIGNATURE OF APPLICANT

DocuSigned by:
Meghan Kelly
91E9A250604742A...
_____,
(APPLICANT)

Do you have additional attachments? Yes x No
(please combine all information in one document for upload)

For questions or concerns please contact:

Holly K Holwager
Nevada Division of State Lands
901 S Stewart Street, Suite 5003
Carson City, NV 89701
mailto:hkholwager@lands.nv.gov
Phone: 775-684-2725

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USGS
science for a changing world

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

MARLETTE LAKE QUADRANGLE
NEVADA
7.5 MINUTE SERIES (TOPOGRAPHIC)

Produced by the United States Geological Survey
Control by USGS and NOS/NOAA

Compiled from imagery dated 1953. Revised from imagery dated 1992
PLSS current as of 1992. Survey control current as of 1955
Map edited 1994. Contours and land elevations have not been revised
and may conflict with other content

North American Datum of 1927 (NAD 27). Projection and
blue 1000-meter Universal Transverse Mercator ticks, zone 11
10,000-foot ticks: Nevada Coordinate System, west zone

North American Datum of 1983 (NAD 83) is shown by dashed corner ticks
The values of the shift between NAD 27 and NAD 83 for 7.5-minute
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There may be private inholdings within the boundaries of
the National or State reservations shown on this map

SCALE 1:24 000

CONTOUR INTERVAL 40 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

TO CONVERT FEET TO METERS MULTIPLY BY 0.3048
TO CONVERT METERS TO FEET MULTIPLY BY 3.2808

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION

Primary highway — Light-duty road, hard or improved surface
Secondary highway — Unimproved road
Interstate Route · U.S. Route · State Route

QUADRANGLE LOCATION

ADJOINING 7.5' QUADRANGLE NAMES

1 Martin Peak
2 Mount Rose
3 Washoe City
4 Kings Beach
5 Carson City
6 Meeks Bay
7 Glenbrook
8 Genoa

MARLETTE LAKE, NV
39119-E8-TF-024
1992

DMA 2062 III NW-SERIES V896

RECEIVED
MAY 3 1 1999
USGS NMD
HISTORICAL MAP ARCHIVES

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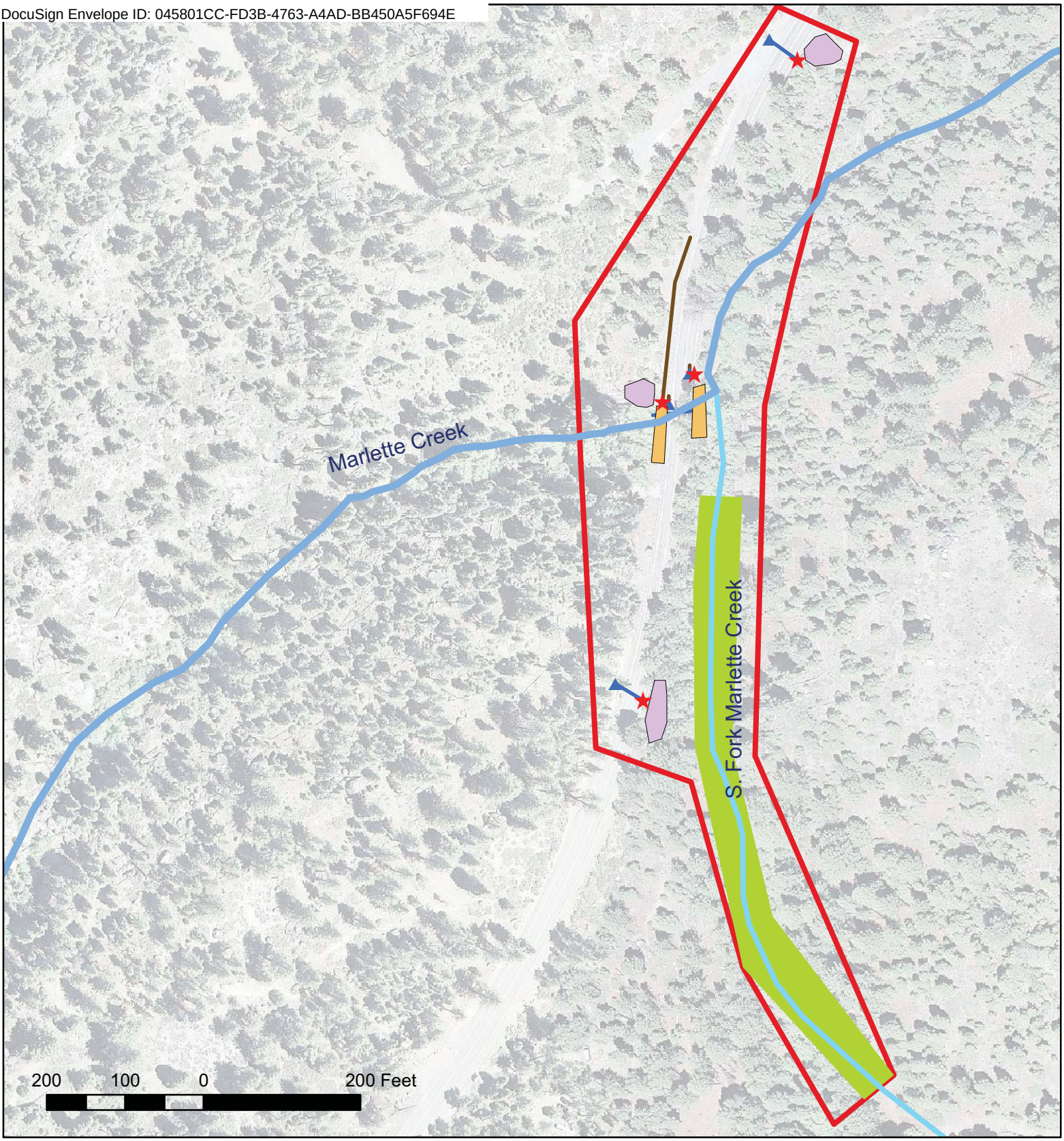

Legend

- Stormwater Outfalls
- Proposed Stormwater Treatment
- Proposed Slope stabilization
- Proposed In Channel Grade Controls
- Existing Sediment Trap
- Existing Conveyance Ditch
- Existing Conveyance Pipe
- Project Boundary

N
W E
S

Old gabions, abandoned pipes and active downcutting could be fixed with in channel natural structures

The downstream end of the culvert has a large (3') drop. Modifications are needed inside the culvert to allow for fish passage. USFS biologists have confirmed native fish would use creek.

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Stormwater pipes carry untreated runoff from SR28 directly to creek. Eroding slopes above creek also present a sediment issue.

Nevada Tahoe Conservation District Board Resolution

Resolution of the ***Nevada Tahoe Conservation District*** approving the application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds.

Project: Marlette Creek Restoration and Water Quality Improvement

WHEREAS, the ***Nevada Tahoe Conservation District*** is submitting an application to the Division of State Lands(the "Division") for financial assistance; and,

WHEREAS, the adopted procedures established by the Division require that the applicant must certify by resolution the approval of proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the Division.

NOW THEREFORE, BE IT RESOLVED that the proposed **Marlette Creek Restoration and Water Quality Improvement** is approved for implementation;

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District*** does hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District Board*** does hereby appoint ***Meghan Kelly*** as agent of the ***Nevada Tahoe Conservation District*** to conduct all negotiations, execute and submit all documents including applications, agreements, billing statements, and so on which may be necessary for the completion of the above project.

Introduced, passed and approved this 16th day November, 2017.

_____ _____

Name Title

Attest:

_____ _____

Name Title

ASSURANCES

State of Nevada, Division of State Lands
Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.

B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.

D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.

E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.

F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:

- Project Initiation after grant award
- Completion of 25, 50, and 90 percent of the Project design
- Final design prior to advertisement and award of contract

- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.

I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.

K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.

L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).

N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name _____

Signature _____ Date: _____

DocuSign Envelope ID: A1D070F8-626E-40A6-8781-41ADF88B7A5D

BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

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Phone (775) 684-2720
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Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

WATER QUALITY AND EROSION CONTROL GRANT PROGRAM
PRE-APPLICATION

I. GENERAL PROJECT INFORMATION Kahle Water Quality Basin Implementation Project

A. Project Title (Include EIP# And Name) EIP 01.01.01.0084

B. Project Location (ATTACH USGS 7.5 MIN. MAP IDENTIFYING LOCATION)

C. Brief project description and identification of the public benefits of the project

The project will improve stormwater runoff treatment by increasing Kahle Basin treatment capacity and function and improving conveyance along Kahle drive by replacing undersized pipe. The benefits include water quality, protection of downst

D. How far along is project in development?

The project was identified in the Burke Creek Master Plan and has a completed concept plan and hydrology. The project also has match funding and a motivated group of stakeholders. NEPA is nearly completed for the project.

E. If the project proposes to treat stormwater runoff, please provide information (including pictures and site plans where possible) on the connectivity of the stormwater to Lake Tahoe within the project area.

The catchment area is directly connected to Lake Tahoe via Burke Creek and Kahle Ditch. Installing these improvement will treat runoff from roads considered primary roads.

II. APPLICANT INFORMATION

A. Name Meghan Kelly EMAIL mkelly@ntcd.org

Address PO Box 915, Zephyr Cove, NV 89448 Phone Number 775-586-1610 x30

B. Owner of property NDOT, Douglas County, USFS

C. If the applicant is not the owner of the property, please describe the applicant's interest in the project and who the applicant represents.

The applicant represents Nevada Tahoe Conservation District tasked with conservation and improvement of Lake Tahoe's natural resources. NTCD has already completed another project in the watershed as well as the master plan. Because of t

III. BUDGET OVERVIEW (IF KNOWN)

A. Estimate of request to state 185000
(cannot exceed 75% for non-state agencies)

Estimate minimum 25% match 1180000
(required for non-state agencies)

Estimated total project cost 1365000

B. PROPOSED METHOD OF FINANCING MINIMUM 25% MATCH

1. Cash 1180000

2. In-kind 0

3. Other 0

Total match 1,180,000.00

IV. PROJECT ANTICIPATED START AND COMPLETION DATES

START 11/1/2017 COMPLETION 9/30/2018

V. SIGNATURE OF APPLICANT

DocuSigned by:
Meghan Kelly
CC36F7750926460...
_____,
(APPLICANT)

Do you have additional attachments? Yes x No
(please combine all information in one document for upload)

For questions or concerns please contact:

Holly K Holwager
Nevada Division of State Lands
901 S Stewart Street, Suite 5003
Carson City, NV 89701
mailto:hkholwager@lands.nv.gov
Phone: 775-684-2725

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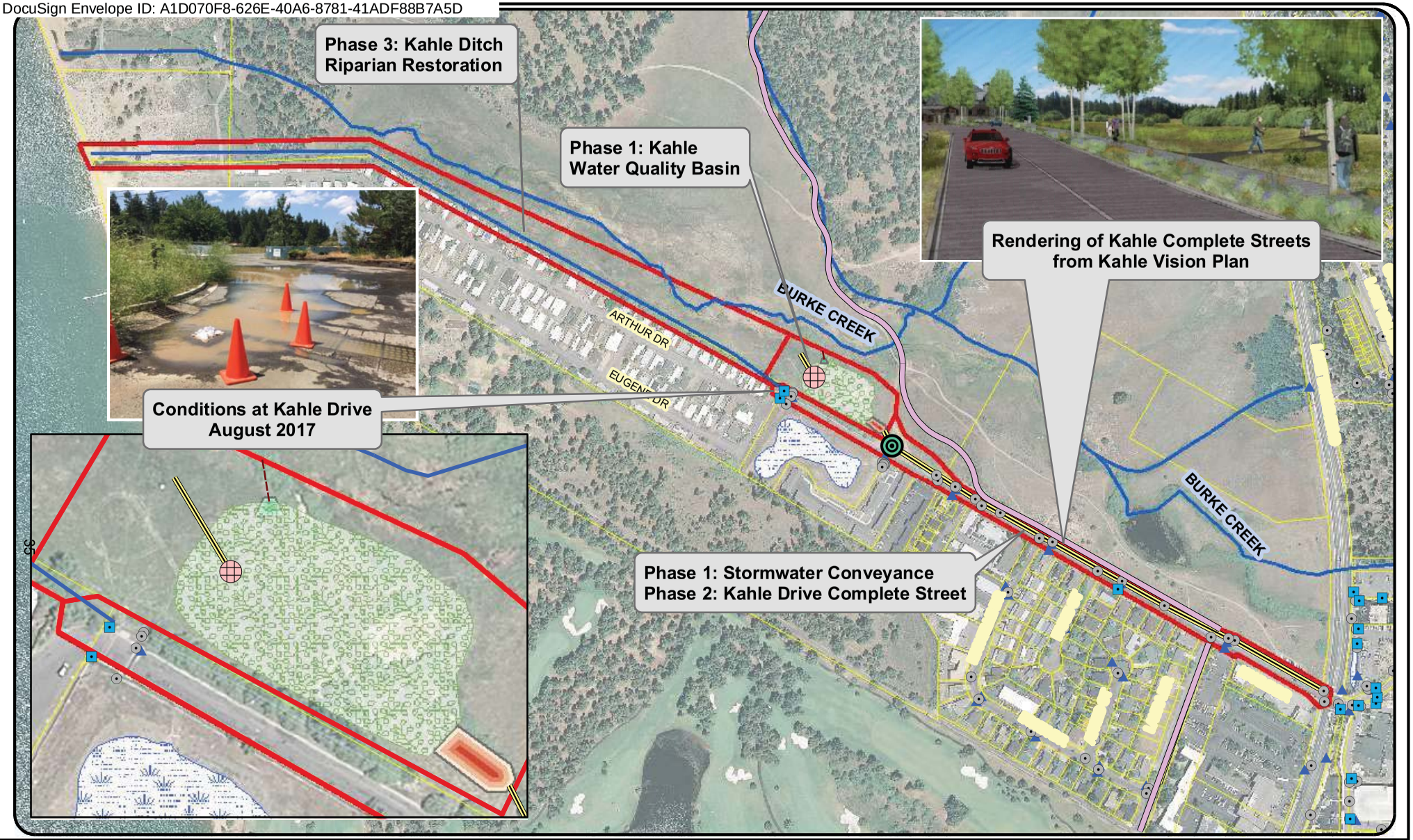
DocuSign Envelope ID: A1D070F8-626E-40A6-8781-41ADF88B7A5D



Existing Infrastructure

- Drainage Inlet
- Manhole
- Sediment Trap
- Wet Basin
- Bikepath
- Streams
- Parcels
- Phase Boundaries

Proposed Infrastructure

- Proposed Manhole
- Proposed Standpipe
- Overflow Swale
- Conveyance Pipe
- Expanded Kahle Basin
- Sediment Forebay
- Emergency Overflow

Burke Creek Watershed Stormwater Improvements
Stateline Nevada

Scale - 1:6,000

0 100 200 400 600 800 1,000 Feet

NV West State Plane	NAD 83	horiz. units: feet
Prepared by NTCD	Nevada Tahoe Conservation District	September 2017

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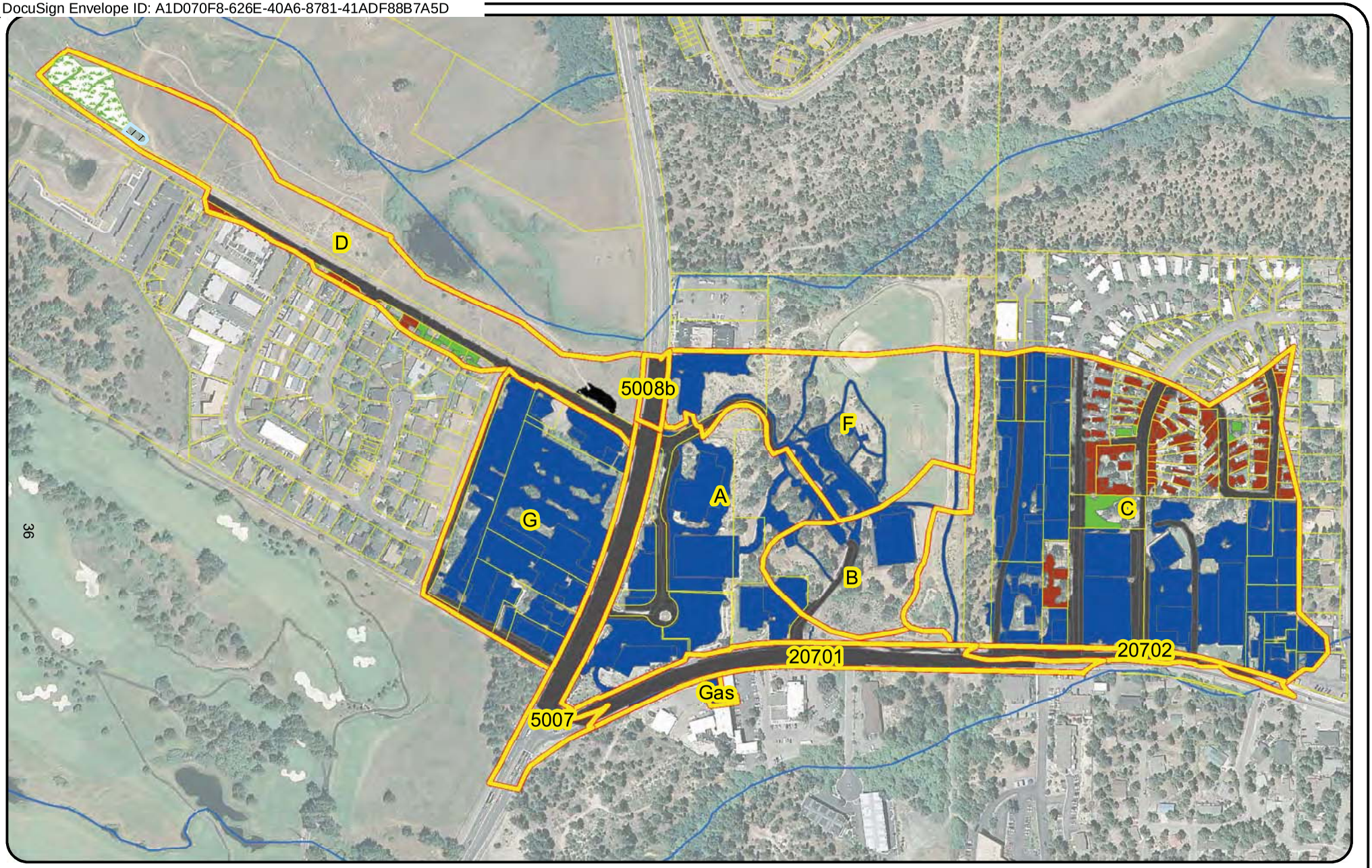

Legend

- Streams
- Proposed Settling Basin
- Proposed Wet Basin
- Contributing Area Catchments
- Parcels

Impervious Land Use Type

- CICU
- MFR
- Roads
- SFR

36

Kahle Basin Redesign
PLRM Catchments and Impervious Land Use Type

0 100 200 400 600 800 1,000 Feet

Scale - 1:5,000

NV West State Plane	NAD 83	horiz. units: feet
Prepared by NTCD	Nevada Tahoe Conservation District	September 2015

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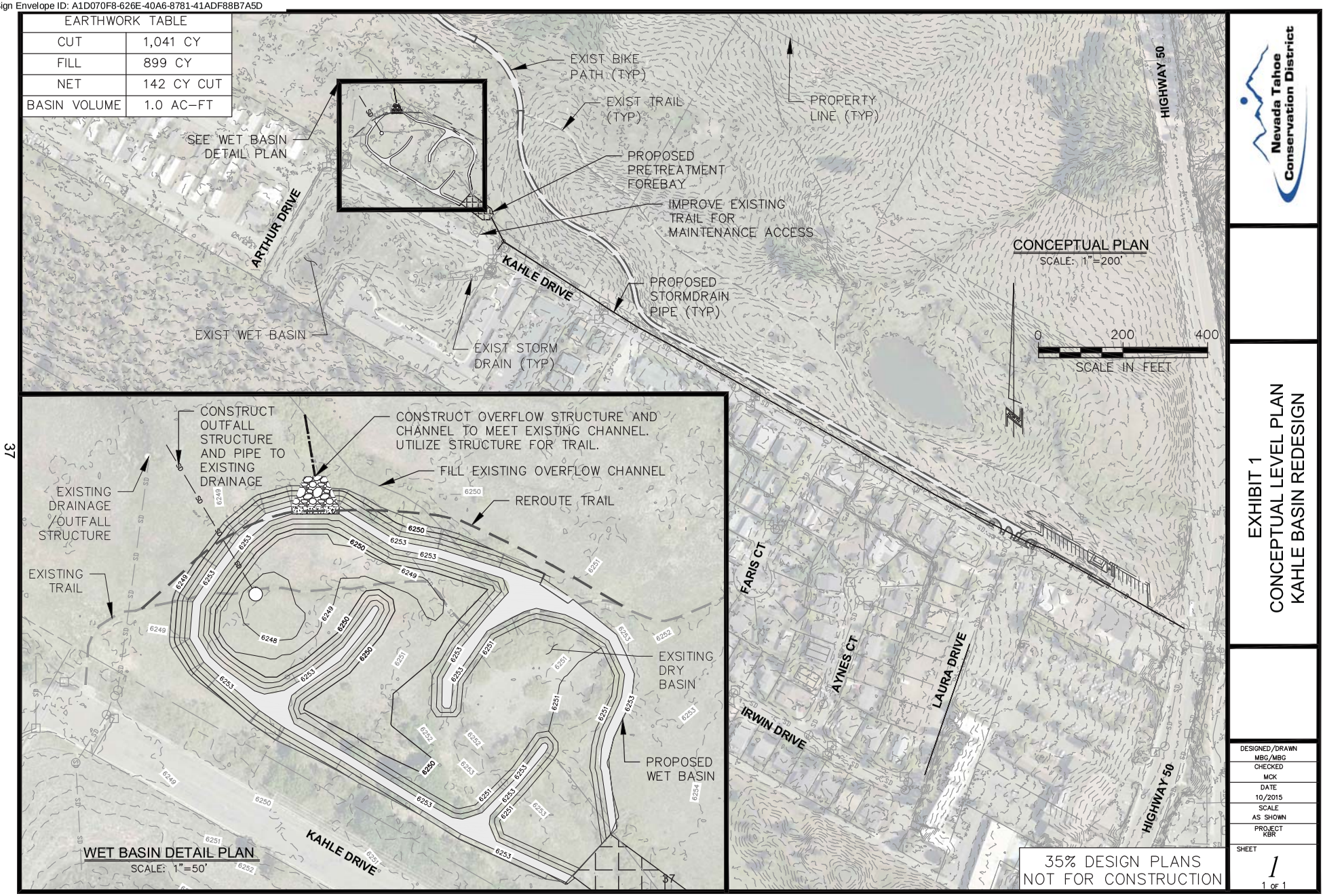
EARTHWORK TABLE	
CUT	1,041 CY
FILL	899 CY
NET	142 CY CUT
BASIN VOLUME	1.0 AC-FT



Nevada Tahoe Conservation District

EXHIBIT 1
CONCEPTUAL LEVEL PLAN
KAHLE BASIN REDESIGN

DESIGNED/DRAWN	MBG/MBG
CHECKED	MCK
DATE	10/2015
SCALE	AS SHOWN
PROJECT	KBR
SHEET	1 OF 1

35% DESIGN PLANS
NOT FOR CONSTRUCTION

Nevada Tahoe Conservation District Board Resolution

Resolution of the ***Nevada Tahoe Conservation District*** approving the application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds.

Project:Kahle Water Quality Basin Improvement Project

WHEREAS, the ***Nevada Tahoe Conservation District*** is submitting an application to the Division of State Lands(the “Division”) for financial assistance; and,

WHEREAS, the adopted procedures established by the Division require that the applicant must certify by resolution the approval of proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the Division.

NOW THEREFORE, BE IT RESOLVED that the proposed ***Kahle Water Quality Basin Improvement Project*** is approved for implementation;

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District*** does hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District Board*** does hereby appoint ***Meghan Kelly*** as agent of the ***Nevada Tahoe Conservation District*** to conduct all negotiations, execute and submit all documents including applications, agreements, billing statements, and so on which may be necessary for the completion of the above project.

Introduced, passed and approved this 16th day November, 2017.

_____ _____

Name Title

Attest:

_____ _____

Name Title

ASSURANCES

State of Nevada, Division of State Lands
Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.

B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.

D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.

E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.

F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:

- Project Initiation after grant award
- Completion of 25, 50, and 90 percent of the Project design
- Final design prior to advertisement and award of contract

- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.

I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.

K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.

L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).

N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name _____

Signature _____ Date: _____

PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610 x21

INTERLOCAL AGREEMENT SUMMARY

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD); Douglas County

Contract Amount: $410,000 Douglas County

Effective Dates: November 16, 2017 – December 31, 2018

Project Summary: Kahle Water Quality Basin Implementation Project is the first phase of a larger multi-phase project that will improve stormwater treatment in Douglas County, make Kahle Drive into a "Complete Street" and restore the Kahle Ditch to a functioning stream environment zone. The Douglas County Board of County Commissioners met on October 19, 2017 and approved the award of $410,000 in mitigation funds (combination of Water Quality, SEZ, and Air Quality funds). Subsequently, the TRPA board met on October 25, 2017 to approve the award of the funds. NTCD compiled an interlocal agreement and a scope of work for the funding to be presented to the Board of County Commissioners later today .Although the board decided to approve Glen signing the Douglas County agreement at the October 19, 2017 meeting, staff wanted to update the Board with the new information and the interlocal agreement as well as the Scope of Work.

ATTACHMENT A
SCOPE OF WORK
NEVADA TAHOE CONSERVATION DISTRICT
KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

The Kahle Water Quality Basin Implementation Project ("Project") is a joint effort between Douglas County ("County"), the Nevada Department of Transportation ("NDOT"), the United States Forest Service ("USFS") and the Nevada Tahoe Conservation District ("NTCD"). The Project will be design and construct a larger, more maintenance-friendly stormwater treatment basin in Rabe Meadow and improve stormwater capture and conveyance along Kahle Drive. The Project will also produce the 50 percent design documents for Kahle Drive "Complete Street" Project which, when constructed in a later project, will raise the grade of Kahle Drive and bring the width up to County Standards adding pedestrian and bicyclist compatibility.

Douglas County will provide $410,000 of funding from the County portion of SEZ Mitigation Funds, Water Quality Mitigation Funds, and Air Quality Mitigation Funds held by the Tahoe Regional Planning Agency (TRPA). Air Quality Mitigation Funds will only be used for the "Complete Street" Project.

Specific tasks required to be performed as a part of the Project are:

TASK 1: *Project Management and Administration*
This task encompasses overall project and budget management, managing subcontracts for necessary services, scheduling, coordination with all stakeholders including utilities, GIDs, funders, regulators, and land owners, and conducting Technical Advisory Committee (TAC) meetings at key milestones throughout the project. This task also includes the necessary reporting and invoicing.

Deliverables: 5 TAC Meetings – 50% Design, 90% Design, 1 Pre-Construction, 1 During Construction, 1 Post-Construction.

TASK 2: *Engineering and Design*:

This task encompasses permitting, complete design of the Kahle Water Quality Basin and conveyance along Kahle Dr, and 50% design of the Kahle Complete Street Project.

The permitting portion of this task includes identifying and obtaining all permits necessary to construct the project including compliance with the National Environmental Policy Act (NEPA), the Douglas County Site Improvement Permit(s), Nevada Division of Environmental Protection permit(s), USFS Special Use Permit, and the Tahoe Regional Planning Agency (TRPA) permit. Specifically a Letter of Map Revision (LOMR) will be completed as part of the project for the area encompassing the Project area up to the previously completed Burke Creek Hwy 50 Crossing and Realignment Project.

This task will also advance the conceptual design of the Kahle Water Quality Basin prepared by NTCD to a complete engineering plan set that includes design plans, specifications, estimate, and design report for the construction of Kahle Basin and the

drainage and conveyance along Kahle Drive. The engineering design will produce 50% plan set and estimate, 90% plan set, draft specifications, draft design report, and draft estimate, and a final plan set, specifications, design report, and estimate.

Finally, this task includes managing a subconsultant to produce 50% design plans and estimate for the Kahle Complete Street Project, a project which will be fully designed and implemented at a later date (not in this scope). The Kahle Complete Street will include widening and raising the grade of Kahle Drive as well as adding landscaping, pedestrian and cycling access, and undergrounding utilities.

Deliverables:

- 50 percent design plans and estimate for both Kahle Water Quality Basin and the Kahle Drive Complete Streets
- 90 percent design plans and estimate for Kahle Water Quality Basin
- Final design plans and estimate for Kahle Water Quality Basin
- Draft and final design report for Kahle Water Quality Basin
- Draft and final specifications for Kahle Water Quality Basin
- Permits necessary for completion of the Kahle Water Quality Basin

TASK 3: *Bid Project:*
This task involves NTCD preparing the final bid documents with assistance from NDOT and the County, advertising the Project for open bid, conducting a pre-bid site walk and bid opening meeting, and selecting a contractor(s) in conjunction with NTCD contractor selection policy and TAC approval.

Deliverables:

- Final Solicitation Documents
- Agreement with a qualified Contractor to construct the Project by August 30, 2018.

TASK 4: *Construct the Project per design plans and specifications:* Through selection of contractor and award of the Project to selected contractor (Task 3), construct the Project per design plans and specifications. This task involves NTCD providing on-site construction inspection to ensure quality and adherence to the plans and regulatory standards throughout the construction process.

Deliverables:

- Constructed Kahle Water Quality Basin Implementation Project

COST BY TASK:

TASK	TOTAL	COUNTY SHARE
1. Project Management	$13,262.04	$10,500
2. Engineering and Design	$231,063.23	$200,000
3. Bid Project	$2,291.09	$500
4. Construction	$1,118,383.64	$200,000
TOTAL	**$1,365,000.00**	**$410,000**

SCHEDULE:

Deliverable	Due Date	Target
Task 1 Project Management and Administration		
Coordination	Ongoing	5 TAC meetings (50% Design, 90% Design, 3 Construction)
Task 2 Engineering and Design		
50% Design Plans and Engineer's Estimate for Phase 1 – Kahle Water Quality Basin and Conveyance	December 7, 2017	TAC meeting held December 7, 2017, comments incorporated for 90% Design
Draft 50% Design Plans and Engineer's Estimate for Phase 2 - Kahle Complete Street	January 15, 2018	Necessary for completion of Phase 1 - Kahle Water Quality Basin and Conveyance 90% Design
90% Design Plans, Specifications, Design Report, and Engineer's Estimate for Phase 1	January 15, 2018	TAC meeting held January 15, 2018, comments incorporated for final plans
Final Plans and Bid Package, Permit Applications for Phase 1	February 15, 2018	Nearly 1 month in advance of bid so that permits can be in bid package
Task 3 Bid Project		
Advertise Project for Bid	March 13, 2018	Local Douglas County Paper Ad required
Open Bids and Select Contractor	April 19, 2018	Bids Open April 11, NTCD Board meeting April 19
Task 4 Construction		
Constructed Project	August 15, 2018	Construction is expected to take 6 to 8 weeks
As-built Plans and Permit Closeout	September 1, 2018	

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT BUDGET:

Category	Total Hours	Rate	USFS SNPLMA Rnd 12	Douglas County Mitigation Funds	NDOT	NDSL (NOT SECURED)	SSTMA	Total Budget
Senior Project Engineer	353	*up to $62.90*	$11,007.57	$11,220.03	$0.00	$0.00	$0.00	$22,227.60
Project Engineer	375	*up to $49.15*	$8,618.97	$9,830.16	$0.00	$0.00	$0.00	$18,449.13
Staff Engineer	200	*up to $38.13*	$3,812.82	$3,812.82	$0.00	$0.00	$0.00	$7,625.64
ES IV	130	*up to $50.40*	$2,520.15	$4,032.24	$0.00	$0.00	$0.00	$6,552.39
ES III	80	*up to $38.85*	$1,553.90	$1,553.90	$0.00	$0.00	$0.00	$3,107.81
Wages (salary and fringe)			$27,513.42	$30,449.16	$0.00	$0.00	$0.00	**$57,962.57**
Personnel Costs		14.50%	$3,989.45	$4,415.13	$0.00	$0.00	$0.00	**$8,404.57**
Travel (vehicle mileage)		Approved State Rate $0.535	$40.00					**$40.00**
Supplies and recurring costs			$600.00	$850.00				**$1,450.00**
Sub-total			$32,142.86	$35,714.29	$0.00			**$67,857.15**
Overhead & Administration		40.00%	$12,857.14	$14,285.71	$0.00			**$27,142.85**
Contracts: Facilitation Consultant				$10,000.00				**$10,000.00**
Contracts: Kahle Drive Complete Street				$150,000.00			$5,000.00	**$155,000.00**
Contracts: Staking and Materials Testing					$5,000.00			**$5,000.00**
Construction (including materials)			$495,000.00	$200,000.00	$220,000.00	$185,000.00		**$1,100,000.00**
TOTAL			**$540,000.00**	**$410,000.00**	**$225,000.00**	**$185,000.00**	**$5,000.00**	**$1,365,000.00**

45

INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE NEVADA TAHOE CONSERVATION DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (the "NTCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 548. The County and the NTCD are sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the NTCD will be able to provide more effective and efficient services by entering into the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire 31st December, 2018, unless terminated in accordance with Paragraph 4 of the Contract.

2. **Services Provided.** The services to be provided by NTCD include project management, design, engineering, and construction oversight for the Kahle Water Quality Basin Implementation Project. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof. Ms. Meghan Kelly will serve as the Project Manager for the NTCD.

3. **PAYMENT FOR SERVICES.** The payment for services will not exceed Four Hundred and Ten Thousand Dollars ($410,000) and are further detailed in Attachment "A" Scope of Work. Payment shall be made within fifteen working days of receipt of invoice.

4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.

5. **CONFORMITY WITH COUNTY POLICIES.** The NTCD is entering into a contract with Douglas County's County Community Development ("Community Development") and will comply with the requirements of Community Development.

6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees and costs. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.

7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.

8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other Party harmless to the fullest extent allowed by law, including, but not limited to, any duties or limitations imposed by the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees, including attorney's fees and costs incurred. Such obligation must not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual

or pending claim or cause of action. The indemnifying Party will not be liable to hold harmless the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of the Contract shall not affect the validity of the remainder of the contract.

10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under the Contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate without any further obligation by either Party.

11. **ASSIGNMENT.** The Parties will neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both Parties. The Contract will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

12. **ENTIRE CONTRACT.** The Contract constitutes the full and final understanding, agreement and binding contract between the parties and shall not be modified except in writing and signed by both parties.

13. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in the Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against the Parties arising from, or related to, the Contract.

14. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager
Douglas County, State of Nevada
Post Office Box 218
Minden, Nevada 89423

District Manager
Nevada Tahoe Conservation District
P.O. Box 915
Zephyr Cove, NV 89448

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Nevada Tahoe Conservation District to be executed.

On behalf of and with authority to sign for Douglas County:

By: _____
Greg Lynn, Chairman (Date)

On behalf of and with authority to sign for Nevada Tahoe Conservation District:

By: _____
Glen Smith, Chair (Date)

Attest:

_____
Ted Thran
Douglas County Clerk

Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610 x21

SUBCONSULTANT AGREEMENT SUMMARY

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD); United States Forest Service (USFS), Nevada Department of Transportation (NDOT), Douglas County

Contract Amount: $150,000 Welsh Hagen Associates

Effective Dates: November 20, 2017 – December 31, 2018

Project Summary: Kahle Water Quality Basin Implementation Project is the first phase of a larger multi-phase project that will improve stormwater treatment in Douglas County, make Kahle Drive into a "Complete Street" and restore the Kahle Ditch to a functioning stream environment zone. In 2016 as part of the Kahle Drive Stakeholders Group, the Tahoe Transportation District (TTD) solicited proposals to complete the 50% design or the Kahle Drive Complete Street Project. Through their process, Welsh Hagen was selected but no funding had been obtained yet. With funding secured through Douglas County TRPA Air Quality Mitigation Funds and a limited amount of time to complete the project, NTCD wishes to use the selection process used by TTD and contract with Welsh Hagen to complete the 50% design of the Kahle Drive Complete Street. Welsh Hagen's scope will include the following: surveys and base mapping, geotechnical report, grading and drainage plans, coordination with KGID and Beach Club Project, coordination with NTCD Kahle Water Quality Basin design, hydraulic calculations, utility relocations, US-50 intersection plan, 50% design exhibits and estimate.

PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610 x26

CALTRANS LAKE TAHOE TMDL MONITORING & REPORTING SUBGRANT AGREEMENT

NTCD Program: Caltrans Lake Tahoe TMDL Monitoring & Reporting – Subgrant Agreement

Contractual Parties: Nevada Tahoe Conservation District (NTCD), CDM Smith Inc.

Contract Amount: To Be Determined

Effective Dates: November 13, 2017 – December 31, 2020

Contract Summary of Deliverables: The purpose of this contract is to provide as-needed support for stormwater management and NPDES regulatory compliance and reporting related activities as requested by CDM Smith on behalf of Caltrans. Upon Caltrans issuing a Task Order under the Prime Agreement 43A0371, CDM Smith will issue an Amendment to this contract providing NTCD tasks and a budget. At this time, it is known NTCD will provide Caltrans support with the implementation of the Lake Clarity Crediting Program (LCCP) and the compliance requirements associated with the Lake Tahoe TMDL (TMDL). Specifically NTCD will perform Road RAM, a field data collection process, but additional tasks could be performed to facilitate Caltrans in meeting load reductions required by the TMDL. Such tasks include analysis and reporting activities, the application of various associated modeling and registration tools or any other task associated with the LCCP.

Contract Summary of Scope of Services: A specific list of services and budget will be available to the Board at which time Caltrans issues a Task Order and CDM Smith provides an Amendment to NTCD's contract.

STANDARD FORM OF AGREEMENT
BETWEEN
ENGINEER AND SUBCONTRACTOR
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of November 13, 2017, between CDM Smith Inc. (ENGINEER) and the Nevada Tahoe Conservation District (SUBCONTRACTOR) (collectively the "parties").

ENGINEER has entered into a contract dated September 30, 2017, with the State of California Department of Transportation (Caltrans), (OWNER), the Prime Agreement, for the purpose of performing professional services in connection with the Stormwater Monitoring and BMP Development in Districts 2 and 3 Project (Project). ENGINEER hereby engages SUBCONTRACTOR to perform for ENGINEER services in connection with the Project in accordance with the terms and conditions of this Agreement between ENGINEER and SUBCONTRACTOR. A copy of all necessary portions of the Prime Agreement pertinent to SUBCONTRACTOR's responsibilities, compensation and timing of services hereunder are attached to this Agreement as Exhibit C.

ENGINEER and SUBCONTRACTOR agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND STANDARD OF CARE

1.1. SUBCONTRACTOR shall perform the part of the Project hereinafter called the Services described in Exhibit A, Description of Subcontractor Services and Related Matters, which may be subsequently amended only by written agreement executed by both parties.

1.2. The standard of care for all services performed or furnished by SUBCONTRACTOR under this Agreement will be the care and skill ordinarily used by members of SUBCONTRACTOR's profession practicing under similar conditions at the same time and in the same locality. SUBCONTRACTOR shall correct any errors or omissions it makes in the performance of its services or re-perform any services that fail to meet the standard of care at no cost to ENGINEER. In the event that a higher standard of care is required by the Prime Agreement, that standard shall apply.

1.3. All data and information, other than that referred to in Article 3, necessary for the performance of SUBCONTRACTOR's Services shall be obtained by SUBCONTRACTOR at SUBCONTRACTOR's own expense.

1.4. SUBCONTRACTOR is responsible to see that the documents prepared by SUBCONTRACTOR and the Services SUBCONTRACTOR renders hereunder conform to the applicable laws, rules, regulations, ordinances, codes, orders and special requirements of the place where the Project is located.

1.5. All of SUBCONTRACTOR's communications to or with OWNER or ENGINEER's other independent professional associates and subcontractors will be through or with the knowledge of ENGINEER.

1.6. During performance of the Services, SUBCONTRACTOR shall, at SUBCONTRACTOR's expense, furnish ENGINEER copies of all progress reproductions and information for review as required by ENGINEER for

performance of ENGINEER's Services under the Prime Agreement. Review by ENGINEER does not relieve SUBCONTRACTOR of any of SUBCONTRACTOR's responsibilities.

1.7. SUBCONTRACTOR is an independent subcontractor and responsible for the means and methods used in performing its Services under this Agreement, and is not an employee, agent, partner or joint-venturer with ENGINEER.

ARTICLE 2 - CHANGES

2.1. ENGINEER shall have the right, at any time prior to completion of the Services to direct changes in this Agreement, including but not limited to, changes in the Services through a change notice. If the change causes an increase or decrease in the cost or time required for SUBCONTRACTOR's performance under this Agreement, SUBCONTRACTOR must submit a change proposal to ENGINEER within ten days after receipt of the change notice of any request for adjustment. ENGINEER will issue an amendment to this Agreement upon the parties' mutual agreement of the adjustment.

ARTICLE 3 - ENGINEER'S RESPONSIBILITIES

ENGINEER shall do the following in a timely manner so as not to delay the Services of SUBCONTRACTOR:

3.1. Provide all criteria and full information as to OWNER's and ENGINEER's requirements for the Services, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and copies of all design and construction standards which OWNER and ENGINEER will require to be included in the Drawings and Specifications.

3.2. Make available to SUBCONTRACTOR drawings, specifications, schedules and other information, interpretations and data which were prepared by ENGINEER, or by others which are available to ENGINEER, and which ENGINEER and SUBCONTRACTOR consider pertinent to SUBCONTRACTOR's responsibilities hereunder, on all of which SUBCONTRACTOR may rely in performing Services hereunder except as may be specifically noted otherwise in writing.

3.3. Request OWNER to arrange for access to and make all provisions for SUBCONTRACTOR to enter upon public and private property as required for SUBCONTRACTOR to perform Services under this Agreement.

3.4. Consult with SUBCONTRACTOR before issuing interpretations or clarifications of documents furnished by SUBCONTRACTOR, and obtain written consent of SUBCONTRACTOR before acting upon shop drawings, samples or other submittals of construction contractors or upon work directive changes or change orders affecting the Services, and assume full responsibility for any such action taken without such consultation or consent.

3.5. Furnish to SUBCONTRACTOR a copy of opinions of probable cost furnished to OWNER, Bidding Documents, bid tabulations and Contract Documents (including change orders as issued) and such other construction contract data as pertain to SUBCONTRACTOR's Services.

3.6. Give prompt written notice to SUBCONTRACTOR whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONTRACTOR's Services, or any defect or nonconformance in the work of Contractor affecting the Services.

3.7. Advise SUBCONTRACTOR of the identity of other independent professional associates or subcontractors participating in the design or administration of the Services and the scope of their services.

3.8. The information and services to be provided by ENGINEER under this Article 3 will be without cost to SUBCONTRACTOR.

ARTICLE 4 - PERIOD OF SERVICE

4.1 Time is important in the performance of this Agreement. Unless otherwise provided in Exhibit A, or elsewhere in this Agreement, SUBCONTRACTOR shall perform such Services in the same character, timing and sequence as ENGINEER is required to perform services under the Prime Agreement.

ARTICLE 5 - PAYMENTS TO SUBCONTRACTOR

5.1. Method of Payment

ENGINEER shall pay SUBCONTRACTOR for Services performed in accordance with this Agreement as described in Exhibit A.

5.2. Times of Payment

5.2.1. SUBCONTRACTOR shall submit monthly invoices for Services rendered. If ENGINEER objects to any charges submitted by SUBCONTRACTOR, ENGINEER shall so advise SUBCONTRACTOR within 30 days of invoice receipt. Payment of any invoice by ENGINEER, or submittal of invoice to OWNER by ENGINEER, shall not imply approval or acceptance of the Services by the ENGINEER.

5.2.2. ENGINEER shall bill OWNER monthly on account of SUBCONTRACTOR's Services and expenses and shall pay SUBCONTRACTOR within twenty one (21) days of the time ENGINEER receives payment from OWNER. **It is specifically understood and agreed to by the SUBCONTRACTOR that payment from OWNER to ENGINEER for Services performed by SUBCONTRACTOR is a condition precedent for payment to SUBCONTRACTOR from ENGINEER. SUBCONTRACTOR acknowledges the risk of non-payment to the ENGINEER by OWNER which may result in non-payment to the SUBCONTRACTOR by ENGINEER.**

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further Services under this Agreement may be terminated by SUBCONTRACTOR upon thirty (30) days' written notice to ENGINEER in the event of substantial failure by ENGINEER to perform in accordance with the terms hereof through no fault of SUBCONTRACTOR. It may also be terminated by ENGINEER without cause or for ENGINEER's convenience upon seven (7) days' written notice certified return receipt to SUBCONTRACTOR.

6.1.2. This Agreement will terminate automatically upon termination of the Prime Agreement.

6.1.3. In the event of any termination per Section 6.1.1 or 6.1.2, and if ENGINEER has received an acceptable statement from SUBCONTRACTOR, SUBCONTRACTOR will be paid on the basis shown in Exhibit A, Description of Subcontractor Services and Related Matters for all unpaid Services performed to the date of termination. ENGINEER shall not be obligated to pay SUBCONTRACTOR any other termination expenses including lost profits. ENGINEER releases SUBCONTRACTOR from liability for the portion of Services not completed due to a termination per Section 6.1.1 or 6.1.2.

6.1.4. This Agreement may also be terminated by ENGINEER for cause, including, but not limited to, SUBCONTRACTOR's failure to perform the Services required for reasons that are not beyond SUBCONTRACTOR's control or SUBCONTRACTOR's breach of any of the terms or conditions of this Agreement. In such event, the SUBCONTRACTOR shall be deemed in default. In the event of such default, ENGINEER may terminate this Agreement immediately and shall have no obligation to make any further payment to SUBCONTRACTOR.

6.2. Reuse of Documents

6.2.1 SUBCONTRACTOR agrees that all documents and information (including without limitation, computer software, computer databases, computer software documentation, specifications, designs, drawings, reports, blueprints and the like) generated in the performance of this Agreement shall be and remain the sole property of ENGINEER. However, such documents and information are not intended or represented to be suitable for reuse by ENGINEER or others on extensions or modifications of the Project or in any other project. Any such reuse without specific written verification and adaptation by SUBCONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure to SUBCONTRACTOR or to SUBCONTRACTOR's independent professional associates or sub-subcontractors.

6.3. Records

6.3.1. Fiscal records of SUBCONTRACTOR pertinent to SUBCONTRACTOR's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices and will not be disposed of by SUBCONTRACTOR until six years after the date of final completion of the Project, or the records retention requirement of the Prime Agreement, whichever is longer.

6.3.2. SUBCONTRACTOR shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to ENGINEER at SUBCONTRACTOR's reasonable expense and the originals shall not be disposed of by SUBCONTRACTOR until six years after the date of final completion of the Project or the records retention requirement of the Prime Agreement, whichever is longer.

6.3.3. ENGINEER shall have the right to audit and examine relevant books and financial records to test compliance with this Agreement and the representations, warranties and undertakings herein. SUBCONTRACTOR's records and design calculations shall be available for examination and audit during normal business hours with five (5) days prior written notice. SUBCONTRACTOR also agrees to make relevant personnel available during such audit and examination.

6.4. Insurance and Indemnification

6.4.1. Prior to commencing the Services, SUBCONTRACTOR shall submit certificates of insurance to the ENGINEER evidencing that SUBCONTRACTOR has procured and will maintain Workers Compensation, Commercial General and Contractual Liability, Commercial Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described below or those described in the Prime Agreement, whichever is greater. Such certificates shall include: (1) ENGINEER and OWNER as additional insureds on the Commercial General Liability and Commercial Automobile Liability Policies; (2) thirty (30) days' prior written notice of cancellation, nonrenewal or reduction in coverage to ENGINEER and OWNER; (3) a waiver of subrogation on the Commercial General Liability, Commercial Automobile Liability and Workers' Compensation Policies; (3) primary insurance coverage on the Commercial General Liability and Commercial Automobile Liability Policies; and (4) be attached as Exhibit B to this Agreement. Any insurance on a "claims made" basis shall be maintained for at least two (2) years after completion of the Services or any time period required by the Prime Contract, whichever is longer.

MINIMUM REQUIRED INSURANCE

1.	Workers Compensation	-	Statutory
	Employer's Liability	-	$1,000,000 per occurrence

2. Commercial General & Contractual Liability*****

Bodily Injury	-	$1,000,000 per occurrence
	-	$1,000,000 in the aggregate
Property Damage	-	$1,000,000 per occurrence
	-	$1,000,000 in the aggregate
Personal Injury	-	$1,000,000 in the aggregate

3. Commercial Automobile Liability Coverage for all owned (private and others), hired and non-owned vehicles;

Bodily Injury	-	$1,000,000 per occurrence
		$1,000,000 in the aggregate
Property Damage	-	$1,000,000 per occurrence
	-	$1,000,000 in the aggregate

4. Professional Liability - $500,000 per claim
   - $1,000,000 in the aggregate

***** Including, when site visitation is required, XCU (explosion, collapse, and underground) hazard coverage and premises operations, independent contractors, products, on-going and completed operations, contractual, personal injury (with employee exclusion deleted) and property damage coverages.

In the event SUBCONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, ENGINEER may terminate this Agreement for cause.

6.4.2. SUBCONTRACTOR shall also cause other independent professional associates and subcontractors retained by SUBCONTRACTOR for the Project to procure and maintain the same insurance coverages with endorsements.

6.4.3. SUBCONTRACTOR shall indemnify and save harmless and defend the OWNER, ENGINEER, its agents, servants and employees from and against any claim, demand or cause of action of every name or nature, liability, loss or expense including, but not limited to attorneys' fees and other costs of litigation, arising out of the error, omission or negligent act of the SUBCONTRACTOR, its subcontractors, agents, servants or employees in the performance of services under this Agreement. The indemnification provided by this Article 6.4.3 shall in no way be limited by the minimum required insurance identified above.

6.5. Successors and Assigns, Third Party Beneficiaries

6.5.1. ENGINEER and SUBCONTRACTOR each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of each and to the extent permitted by paragraph 6.5.2 the assigns of ENGINEER and SUBCONTRACTOR are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2. Neither ENGINEER nor SUBCONTRACTOR shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, unless the Prime Agreement requires assignment of subcontracts to the Owner. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than ENGINEER and SUBCONTRACTOR and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of ENGINEER and SUBCONTRACTOR and not for the benefit of any other party.

6.6. Delegation of Duties

If in this Agreement it is stated that the Services of SUBCONTRACTOR are to be performed by one or more specified individuals within SUBCONTRACTOR's organization, only the individuals so specified shall perform Services hereunder and their duties shall not be delegated to any other individual or entity without the written consent of ENGINEER. SUBCONTRACTOR may employ such other independent professional associates and subcontractors as SUBCONTRACTOR may deem appropriate for assistance in the performance of Services hereunder with the prior written consent of ENGINEER.

6.7. Nondiscrimination and Affirmative Action

THE FOLLOWING CLAUSE APPLIES TO ALL SUBCONTRACTS
In connection with its performance under this Subcontract, SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental disability or because he or she has protected veteran status. SUBCONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental disability or because he or she has protected veteran status. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED AND APPLY AS FOLLOWS

41 CFR § 60-1.4(a) TO ALL SUBCONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF $10,000

41 CFR § 60-4.3(a) TO ALL SUBCONTRACTS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN EXCESS OF $10,000

41 CFR § 60-300.5(a) TO ALL SUBCONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF $100,000 OR MORE

41 CFR § 60-741.5(a) TO ALL SUBCONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF $10,000

SUBCONTRACTOR **shall abide by the requirements of 41 CFR § 60-1.4(a), 60-4.3(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in**

employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6.8. Confidentiality

All Services performed by the SUBCONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the SUBCONTRACTOR, pursuant to this Agreement, are for the sole use of the ENGINEER and OWNER, their agents and employees. Neither the documents nor their contents **shall** be released to any third party without the prior written consent of the ENGINEER and OWNER.

In addition, SUBCONTRACTOR shall not grant any interviews or make any written or oral statements to any news media representatives regarding the project nor publish any article or make any presentation concerning the Project or Services performed by SUBCONTRACTOR without the prior written consent of the ENGINEER and OWNER.

6.9. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by the laws of the Prime Agreement (without regard to the principles regarding conflicts of laws), or if not expressly set forth, then the laws of the jurisdiction where the project is located. To the extent that a dispute of claim relates to the Prime Agreement, SUBCONTRACTOR agrees to submit to the venue and jurisdiction stated in the Prime Agreement or if not expressly set forth then the venue for any legal proceeding shall be a court of competent jurisdiction in the Commonwealth of Massachusetts. SUBCONTRACTOR hereby waives any objection to personal jurisdiction and/or laying of venue of any proceeding and any claim or defense of inconvenient forum.

6.10. Dispute Resolution

6.10.1. In case of any disputes between the SUBCONTRACTOR and the ENGINEER involving the OWNER (including a claim by OWNER relating to Subcontractor's services or a claim by SUBCONTRACTOR for additional compensation or time extension involving the OWNER), SUBCONTRACTOR agrees to be bound to ENGINEER to the same extent that ENGINEER is bound to OWNER both by the terms of the Prime Agreement and by any and all decisions or determinations made thereunder by the court, party or board as authorized in the Prime Agreement. SUBCONTRACTOR consents to joinder in such proceedings in the court or forum chosen by the OWNER to resolve such claims. SUBCONTRACTOR is aware that SUBCONTRACTOR may have rights and defenses predicated on the lapse of time with respect to disputes and claims arising out of this Agreement. To the extent that OWNER may be exempt from the applicable statute of limitations or other time bar defenses by statute, sovereignty, common law or any other basis, SUBCONTRACTOR knowingly and intentionally waives all rights and defenses predicated on lapse of time with respect to claims and disputes involving the OWNER.

6.10.2. It is agreed that in the event the Prime Agreement contains a provision, hereinafter called "Disputes" clause, whereby claims may be resolved under an administrative procedure or by arbitration, then as to any claims of SUBCONTRACTOR for or on account of acts or omissions of the OWNER or OWNER's Representative which are not disposed of by agreement, the ENGINEER agrees to present to the OWNER, in ENGINEER's name, all of SUBCONTRACTOR's claims for additional monetary compensation or time extension which have been properly made to ENGINEER; and to further invoke, on behalf of the SUBCONTRACTOR, those provisions in the Prime Agreement for determining disputes. ENGINEER shall have the option to present such claims on SUBCONTRACTOR's behalf, in advance of and even without SUBCONTRACTOR's written request. SUBCONTRACTOR shall have full responsibility for preparation and presentation of such claims and shall bear all expenses thereof, including attorneys' fees. SUBCONTRACTOR agrees to be bound by the procedure and final determinations as specified in any such Disputes clause, and agrees that it will not take, or will

suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination under such Disputes clause. SUBCONTRACTOR shall not be entitled to receive any greater amount from ENGINEER than ENGINEER is entitled to and actually does receive from the OWNER on account of SUBCONTRACTOR's Work, less any markups or costs incurred by the ENGINEER and to which ENGINEER is otherwise entitled, and SUBCONTRACTOR agrees that it will accept such amount, if any, received by ENGINEER from OWNER as full satisfaction and discharge of all claims for or on account of acts or omissions of the OWNER or OWNER's Representative.

6.10.3. SUBCONTRACTOR shall be bound by ENGINEER's determination, made in good faith, as to apportionment of any amounts received from OWNER for claimants including ENGINEER and other subcontractors, whose work is affected by any act or omission of the OWNER or OWNER's Representative.

6.10.4. For all disputes not subject to Sections 6.10.1 through 6.10.3 above, arising out of or in connection with the contract or the services contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

6.10.5 Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 7 – ETHICS

7.1. CDM Smith's Integrity Requirements

7.1.1. SUBCONTRACTOR shall be subject to and comply with the requirements of the CDM Smith Business Partner Integrity Requirements, which is hereby incorporated into this Agreement as Exhibit D.

7.1.2. SUBCONTRACTOR will communicate CDM Smith's Business Partner Integrity Requirements to all those persons who will perform services for or on behalf of SUBCONTRACTOR under this Agreement.

7.2. Anti-Corruption Compliance

7.2.1. SUBCONTRACTOR warrants, in connection with the services provided under this Agreement, to comply with all applicable anti-corruption laws, including the laws of any country in which services are provided, and the U.S. Foreign Corrupt Practices Act.

7.2.2. SUBCONTRACTOR warrants and represents, that in connection with the services provided under this Agreement, SUBCONTRACTOR has not and will not directly or indirectly offer, promise, authorize or give anything of value to anyone (including a Government Official) with the intention to: 1) improperly influence someone to obtain or retain business or gain an improper advantage; or 2) cause or reward improper performance of official, business, or professional obligations. "Government Official" means any: 1) officer or employee of a government or any department, agency or instrumentality thereof including state-owned or controlled companies; (2) officer or employee of a

public international organization such as the United Nations, World Bank, and any other international development organization; (3) person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or public international organization; or (4) political party, political party official, or candidate for political office.

7.2.3. SUBCONTRACTOR will notify ENGINEER, in writing, of any SUBCONTRACTOR owner, officer, director, employee, agent, partner, or any person engaged by SUBCONTRACTOR to provide services to ENGINEER that SUBCONTRACTOR knows is a Government Official in a position of authority or influence relating to ENGINEER'S business or a family member of such a Government Official.

7.2.4. SUBCONTRACTOR will inform ENGINEER in writing, promptly if, at any time, there is a change to any representation made in this paragraph. SUBCONTRACTOR shall also certify compliance with this paragraph upon request of ENGINEER.

ARTICLE 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Special Provisions

This Agreement is subject to the following special provisions:

8.1.1. SUBCONTRACTOR shall be subject to the Terms and Conditions of the Prime Agreement to the extent applicable to SUBCONTRACTOR's Services. Where conflicts exist, the stricter provision shall prevail.

8.2. Exhibits and Schedules

The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A - "Description of Subcontractor Services and Related Matters" consisting of 1 pages.

8.2.2. Exhibit B - copy of SUBCONTRACTOR's insurance certificate and endorsements.

8.2.3. Exhibit C – Prime Agreement

8.2.4. Exhibit D - CDM Smith Business Partner Integrity Requirements

8.2.5. Exhibit E -

ARTICLE 9 - MISCELLANEOUS

9.1. Complete Agreement. This Agreement (consisting of pages 1 to 11, inclusive) together with the Exhibits identified above constitute the entire agreement between ENGINEER and SUBCONTRACTOR and supersede all prior written or oral understandings. Unless otherwise provided herein, this Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly-executed written instrument.

9.2. Survival. The terms and conditions of this Agreement which by their nature extend beyond termination or expiration of this Agreement, including but not limited to indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the Services or the termination of this Agreement for any cause.

9.3. Counterparts, Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and

the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

9.4. Employees. SUBCONTRACTOR agrees that during the term of this Agreement and for a period of one year thereafter, it will not recruit, on behalf of SUBCONTRACTOR, or any other person, firm, corporation, or other entity, any employee of ENGINEER or otherwise seek or induce such employee to terminate employment with ENGINEER.

[Signature Page Follows]

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

ENGINEER

_____

By: Sean Tenney

Title: Vice President

Date:

Address for giving notices:

12313 Soaring Way, Suite 2-D

Truckee, CA

96161

SUBCONTRACTOR

_____

By: Glen Smith

Title: Nevada Tahoe Conservation District Board President

Date:

Address for giving notices:

PO Box 915

Zephyr Cove, NV 89448