



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

Board Meeting Agenda

April 19, 2018

1:00 PM (estimated 2 hour duration)

Location: The Parasol, 948 Incline Way, Incline Village, Nevada
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 Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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
March 15, 2018.**

5

**B For Possible Action: Approval of Washoe County Lake Clarity Crediting Program
Registration and Implementation Grant.**

Washoe County mitigation funds from the Tahoe Regional Planning Agency to assist Washoe County Lake Clarity Crediting Program Registration have been released to the District. These are match funds for the Nevada Division of Environmental Protection's contract (Agenda item 10). Funds total: \$45,911.23 Effective Date: April 2018 to December 2019.

**C For Possible Action: Approval of Nevada Tahoe Conservation District Proposed
Budget and Work Plan**

9

The District has developed its work plan and proposed budget for Fiscal Year 2019. This will be submitted to the Nevada Association of Conservation Districts.

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 March 2018

19

As of 3/31/18, the District's Fund balance was \$109,469. This represents the District's available spendable resources, or assets less liabilities. March had a deficit of \$3,127. There was approximately \$2000 more General Fund spending by the staff than average and consequently, not as much indirect cost brought in. Domi Fellers has started to work again this month and will up her hours in future months. The District is still looking OK overall at the moment and, besides regular expenses, do not foresee any large expenditures in the near future. This is the District's 9st month of the fiscal year.

10 For Possible Action: Performance review for District Manager Meghan Kelly

25

Please review the performance review document to determine

11 For Possible Action: Approval of Nevada Department of Environmental Protection Lake Clarity Crediting Program Registration and Implementation Grant.

28

This project will assist Washoe County and fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). Contract total: \$45,911.23 Effective Date: April 2018 to December 2019.

12 For Possible Action: Approval of Nevada Department Of Transportation (NDOT) Lake Clarity Crediting Program Registration and Implementation Grant.

44

This project will assist NDOT and fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). Contract total: \$99,194 Effective Date: April 2018 to December 2019.

13 For Possible Action: Approval of Lower Wood Creek Water Quality Improvement Project with Washoe County.

50

The District will assist Washoe County and their consultant with the Lake Clarity Crediting Program related modeling and reporting for the Lower Wood Creek Water Quality Improvement Project including attending technical advisory and design team meeting, providing design input, and registering the project. Meghan Kelly, District Manager, will sign when received. Contract total: \$34,911.24 Effective Date: April 2018 to March 2021.

14 For Possible Action: Approval of Kahle Water Quality Basin Implementation Project Construction Contract with Rapid Construction Inc.

56

The closing of the bids for Kahle Water Quality Basin Implementation Project is Was April 25th. Rapid Construction Inc. was the best valued bidder at the contract sum of \$1,111,111.11. District staff have reviewed the bid package for completeness and checked references.

15 For Possible Action: Approval of Pittman Terrace Water Quality Improvement Project Construction Contractor.

100

The closing of bids for Pittman Terrace Water Quality Improvement Project is May 3rd. The contract award will be given to best valued bidder. By the time of the board meeting, District staff will have reviewed the bid package for completeness and checked references.

16 For Possible Action: Online Payment of Insurance Bills

Currently the District pays our health, dental, eye and disability insurances by check. There are options to pay all of these bills online and/or automatically. This will save money and time by staff.

17 For Possible Action: Staff Report

18 Supervisor's Comments

19 Public Interest Comments

20 For Possible Action: Motion to Adjourn



PO Box 915
Zephyr Cove, NV 89448
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Board Meeting Minutes

March 15, 2018
10:00 AM

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

Present: Supervisor G. Smith
Supervisor Cook
Supervisor Nelson
Supervisor Martin
Supervisor Sarnoff
M. Kelly, District Manager
D. Olson, Assistant District Manager
B. Scherer, Nv Conservation Districts Program Manager

Absent: Supervisor Berkbigler
Supervisor McCarthy
Supervisor Perlman-Whyman

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

Agenda items were moved to accommodate the board and Beth Farley. Motion approved by Supervisor Sarnoff, seconded by Supervisor Martin. Motion carried unanimously.

5 Public Interest Comments (No Action)

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Motion to approve the Consent Calendar

Items pulled by Supervisor Martin are 6 C & D. Motion approved by Supervisor Martin, seconded by Supervisor Sarnoff. Motion carried unanimously.

Agenda Items

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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

Betina Scherer attended to introduce herself and discuss what is occurring at the District office. Supervisor Martin asked for an explanation between the Department of Conservation and Natural Resources, the State Conservation Commission, and NvACD. B. Scherer explained that the NvACD is one of 10 divisions that are housed under the Dept. of Conservation and Natural Resources. The Commission oversees and supports all conservation districts as an advisory committee. The State Conservation Commission is to oversee the 28 districts and meet quarterly and work more as an advisory board.

B. Scherer also noted that there is a new public information officer, Samantha Thompson. One of her goals is to feature conservation district's work.

Supervisor Sarnoff asked if there is any legislative liaison that supports CDs. B. Scherer noted the \$4500 given by the state and the work being done to increase state appropriated funds by \$500.

District Manager Kelly asked if there are any districts similar to us across the state. B Scherer recommended Dayton Valley CD (Rob Holly) and Mason & Smith Valley CD (Ed Ryan & Ronald Melen).

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for February 15, 2018.

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 February 2018

8

As of 2/28/17, the District's Fund balance was \$107,593. This represents the District's available spendable resources, or assets less liabilities. February had a deficit of \$3,142. There was approximately \$2000 more General Fund spending by the staff than average and consequently, not as much indirect cost brought in. The District is still looking OK overall at the moment and, besides regular expenses, do not foresee any large expenditures in the near future. This is the District's 8st month of the fiscal year. Motion approved by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously.

10 For Possible Action: Approval of Lower Wood Creek Lake Clarity Crediting Assistance with Washoe County for \$50,000

14

The District will assist Washoe County and their consultant with the Lake Clarity Crediting Program related modeling and reporting for the Lower Wood Creek Water Quality Improvement Project including attending technical advisory and design team meeting, providing design input, and registering the project. Motion to preapprove the Lower Wood Creek Lake Clarity Crediting Assistance with Washoe County is approved by Supervisor Sarnoff, seconded by Supervisor Martin. Motion carried unanimously.

11 For Possible Action: Signing of Nevada Department of State Lands (NDSL) Agreement for Kahle Water Quality Basin Implementation Project

15

NDSL has awarded the District \$194,250 for construction of the first stage of the Kahle "Complete Street." Motion approved by Supervisor Martin, seconded by Supervisor Nelson. Motion carried unanimously.

12 For Possible Action: Signing of Nevada Department of State Lands Agreement for Rosewood Creek Continuation Project

54

As previously discussed, NDSL has awarded the District \$31,500 for the Rosewood Creek Continuation to address additional head cuts in the creek. The bond act will only pay for construction. There is potential to use some Bureau of Reclamations money for additional monitoring. District Manager Kelly noted that there is a big improvement in water quality after 2 years but monitoring is usually only done for 2 years. There is discussion with Desert Research Institute's Allen Heyvaert to synthesize the data since 2002 and come up with a one to two page explanation for funders to better explain the data. B. Scherer recommended contacting Kim Rollins and Mike Taylor of University of Reno who are statisticians. Motion approved by Supervisor Smith, seconded by Supervisor Sarnoff. Motion carried unanimously.

13 For Possible Action: Staff Report

District Manager Kelly discussed the upcoming public meeting for Kahle Complete Streets with Oliver Park General Improvement District.

14 Supervisor's Comments

Supervisor Nelson mentioned that today's Douglas County board meeting will discuss the vacation home rental concerns.

Supervisor Sarnoff is not able to attend April NTCD board meeting.

15 Public Interest Comments

B. Scherer noted a few calendar items.

- Nevada collaboration conservation network is having a workshop to connect
-

districts at the local level on May 8 & 9 Chris Rose (Bureau of Land Management) <http://www.bistatesagegrouse.com/lawg/page/nccn-sponsored-workshop-local-area-working-groups>

- Proper Functioning Conditions Assessment for Integrated Riparian Management
<http://naes.unr.edu/swanson/Extension/PFCTeam.aspx>
 - National Riparian Service Team is hosting a Multi Indicator Monitoring training in Elko, NV on June 6-8
 - Native Seed Forum put on by University of Reno in Ely this year
 - NvACD annual meeting in Elko, NV Nov 13th to 16th.
-

16 For Possible Action: Motion to Adjourn



NTCD ANNUAL WORKPLAN FY 2019

Prepared: May 1, 2018



INTRODUCTION

The Nevada Tahoe Conservation District (NTCD) is part of approximately 3,000 Conservation Districts functioning in all 50 States and U.S. Territories. Conservation Districts are sub-divisions of State government and are unique locally led conservation agencies with our roots dating back to the dust bowl era. Districts provide natural resource and conservation practices management and technical assistance to land occupiers (owners, renters, and producers) as well as work cooperatively with Federal, State, and Local governments in the delivery of conservation programs.

The Nevada Tahoe Conservation District is one of 28 Conservation Districts functioning under the auspices of Nevada Revised Statute, Chapter 548. The District is a Governmental Subdivision of the State of Nevada and a public body corporate created in 1976. The District encompasses all of the land in the Lake Tahoe Basin residing in the State of Nevada including portions of Douglas and Washoe Counties and the Carson City Rural Area. In addition, the District has a formal partnering relationship with our California counterpart, the Tahoe Resource Conservation District.

The Nevada Tahoe Conservation District (NTCD) is Nevada Lake Tahoe's local conservation agency and source for technical assistance. The District is a non-regulatory and grant funded agency that works closely with its Federal, State, and Local partners to deliver conservation programs to the Nevada Lake Tahoe Community. The District is guided by a Board of Supervisors made up of elected and appointed community leaders. The Board of Supervisors provides direction to the District's full time staff in carrying out the District's mission statement, vision, and guiding principals. As described in our mission statement, the District seeks to provide its constituents with superior technical assistance, educational resources, and conservation leadership with the goal of protecting Lake Tahoe's natural resources.

(cover photo - NTCD Project Engineer performing stormwater asset inventory work)

NTCD OPERATIONS AND ADMINISTRATION

1. Continue community, state and government awareness of NTCD and its programs by continually updating the NTCD Website and giving public presentations within the community.
2. Continuing review and update of comprehensive District policies and procedures adopted by NTCD Board of Supervisors.
3. Continue a training program with funding to support technical, professional, and human resource training for all District staff.
4. Continue to revise and adapt job descriptions for all current and future positions for the District.
5. Development of a comprehensive finance/funding plan for FY 2018 for review and approval by the NTCD Board of Supervisors.
6. Maintain an operational budget of 12 months and operational reserve one month or more in advance.
7. Update the records retention and rotate out files and information no longer viable.
8. Coordinate budget responsibilities between the District Manager to the Administrator.
9. Participate in the Tahoe Inter-Agency Executives Steering Committee meetings
10. Participate in the Lake Tahoe Forum
11. Coordinate the Annual Audit in compliance with State and Federal statutes.

PROJECT WORK FOCUS

NTCD is actively involved in many conservation programs and projects with our partners in the Lake Tahoe Basin. Several of our projects continue efforts that have been ongoing for many years, while, others are just beginning. The following information outlines the district project objectives for NTCD during the upcoming work year.

ENGINEERING PROJECTS

1. Provide technical oversight, design, permitting, and construction contracting of water quality and stream restoration projects funded by various grants.
2. Continue the post-construction photo monitoring of both Middle Rosewood Creek (Area A) and Burke Creek Crossing and Realignment Project.



Photo: Rosewood Creek new channel and vegetation

3. Design and implement the Pittman Terrace Erosion Control Project in collaboration with Douglas County and NDOT.
4. Design and implement the Rosewood Creek Continuation Project in collaboration with the Bureau of Reclamation, the Incline Village GID, NDOT and NDSL.
5. Design and implement the Kahle Basin Redesign Project in collaboration with the USFS, NDOT, NDSL, and Douglas County.

6. Design and implement the Kahle Drive Complete Street in collaboration with the USFS, NDOT, NDSL, Oliver Park, Tahoe Transportation District, and Douglas County.
7. Assist NDOT with design and permitting of various stormwater outfalls and construct projects using design-build relationship with contractor.
8. Assist the California Tahoe Conservancy, Tahoe Resource Conservation District, and Tahoe Transportation District with various engineering projects.
9. Assist Wildscape Engineering with SWPPP Inspection on various projects throughout the Tahoe Basin.

SCIENCE AND CONSERVATION PROJECTS

1. House and continue development of a stormwater infrastructure inventory and performance tracking architecture in Nevada-Tahoe with the exception of Washoe County who will host in house.
2. Work closely with the Regional Stormwater Monitoring Programs to establish a robust data inventory and collection/analysis protocol for stormwater quality in the Tahoe basin.
3. Continue to provide assistance to Washoe and Douglas Counties and NDOT to implement various aspects of the TMDL tracking program.
4. Continue partnership with EPA to commence the Community Watershed Planning Project to provide watershed conservation and TMDL technical assistance to the Burke Creek Watershed. Focus topics including:
 - a. Stormwater Management
 - b. Public/private joint activities
 - c. Public outreach
 - d. BMP implementation
 - e. BMP Maintenance outreach and program development.
 - f. Other conservation elements including: Water Conservation, Noxious Weed Abatement, Defensible Space, Nutrient Management, etc.
5. Seek out and secure funding to continue invasive weed abatement efforts and outreach for the 2019 field season and beyond. Focus will be to assist private property owners and educate youth on invasive weeds.
6. Continue work on Tahoe Yellow Cress (TYC) outreach and conservation planning to assist lakefront homeowners with the



conservation of habitat and protection of TYC populations. Work with California Fish and Wildlife Service, Nevada Department of Forestry and the Tahoe Regional Planning Agency to develop a lake wide Safe Harbor Agreement. As funding allows.

7. Work on possible funding to allow NTCD to focus on forest health outreach for 2019-2020.
8. Work on possible funding to allow NTCD to focus on water conservation and vegetation selection outreach for 2019-2020.
9. Work on possible funding to continue community-based urban agriculture in Lake Tahoe's south shore.

MONITORING FOCUS

1. Develop proposals to answer Nevada TMDL quality questions and inform future EIP water quality/erosion control projects for Nevada implementers and funders. Submit to appropriate funders including NDEP, NDSL, BOR, and USFS.
2. Monitor the water quality associated with the Rosewood Creek Area A restoration.
3. Begin work with effort to monitor sites throughout out the Lake Tahoe Basin. This is through an interlocal agreement with Tahoe Resource Conservation District (TRCD).
4. Assist local jurisdictions with BMP and Road RAM (Rapid Assessment Methodologies) in order to comply with regulations and requirements of their TMDL needs.

PUBLIC OUTREACH FOCUS

Public Outreach is extremely important to the District's ability to engage and inform our outreach stakeholder constituency in Nevada Lake Tahoe consisting of Regulators, Funders, Implementers, Property Owners, General Improvement Districts (GIDs) and Homeowner Associations (HOAs). All of our staff and programs are responsible for outreach, including the four main functions: Advocacy, Outreach, and Environmental Policy. This year we plan to collaborate with the Tahoe Resource Conservation District to expand our outreach efforts.

Funders and Partners

FEDERAL

USDA Natural Resources Conservation Service
USDA Forest Service
USDOI Bureau of Reclamation
US Army Corps of Engineers
US Environmental Protection Agency

STATE

Nevada Division of Environmental Protection
Nevada Department of Transportation
Nevada Division of State Lands
Nevada Division of Conservation Districts
Nevada Division of Forestry
Nevada Department of Wildlife
Nevada Association of Conservation Districts
Nevada Conservation Commission
University of Nevada, Cooperative Extension
California Department of Transportation

Local

Tahoe Regional Planning Agency
Tahoe Resource Conservation District, California
Washoe County
Douglas County
Placer County, California
Zephyr Cove GID
Marla Bay GID
Skyland GID
Oliver Park GID
Lakeridge GID
Incline Village GID
Kingsbury GID
Roundhill GID

Private

National Fish and Wildlife Foundation
National Forest Foundation
Tahoe Fund
Wildscape Engineering
PineWild HOA
Pittman Terrace Homeowners

PROPOSED BUDGET

Nevada Tahoe Conservation District

ESTIMATE OF RECEIPTS

For the Fiscal Year Ending June 30, 2019

RECEIPT SOURCE	AMOUNT
State Funds	501342
County Funds	137038
City Funds	
Other Government Funds (specify) Federal	439748
Administrative Income (specify)	
Interest – CD, Savings and Checking	
Grants for projects (specify)	
Rental Income (equipment, etc.)	
Contributions	
Building/Property Rental Fees	
Other Sources of Income Private	35211
<i>TOTAL INCOME</i>	1113339

(INCOME ESTIMATE MUST EQUAL EXPENSE ESTIMATE)

Nevada Tahoe Conservation District

ESTIMATE OF EXPENDITURES

For the Fiscal Year Ending June 30, 2019

EXPENDITURE	AMOUNT
Employee Salary	350590
Fringe Benefit Expense	156013
Travel	0
Building Rent	15000
Telephone	3000
Insurance	5000
Postage	719
Advertising Expense	325
Office Supplies	4000
Education & Information Expenses	400
Equipment Purchase (specify) Computers	2000
Equipment Expenses (maintenance, repair, operation)	12071
Dues – NvACD	600
Dues – NACD	200
Dues - Other	400
Mileage	0
Investments (specify)	0
Internet	0
Bond and Insurance Expenses	0
Project Costs: Subcontractor	549521
Licenses and Permits	0
Other Expenses (specify) Professional Fees	11500
Depreciation Expense	2000
TOTAL EXPENSES	1113339

(INCOME ESTIMATE MUST EQUAL EXPENSE ESTIMATE)

Submit by June 1st to: State Conservation Districts Program

Bettina Scherer <bscherer@dcnr.nv.gov>

FAX: 775-684-2717

		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	March 2018	YTD July 2017 -June 2018	Budget	Variance Favorable (Unfavorable)	75%
	General Fund						
	Community Grants-Income						
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County			25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District			4,542.86	4,000.00	542.86	114%
	Washoe County Community Grant					0.00	0%
	Total Community Grants-Income		0.00	29,542.86	32,000.00	(2,457.14)	92%
	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)		10,442.50	100,723.98	140,500.00	(39,776.02)	72%
	TOTAL INCOME		10,442.50	130,266.83	172,500.00	(42,233.17)	76%
	EXPENSES						
	Advertising-Expense					0.00	0%
	Building Expense						
	Building Repairs/Maint-Expense		45.00	810.00	1,680.00	870.00	48%
	Total Building Expense		45.00	810.00	1,680.00	870.00	
	Conference & Training-Expense						
	Food			50.00		(50.00)	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees					0.00	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other			1,125.00		(1,125.00)	
	Total Conference & Training-Expense		0.00	1,175.00	2,000.00	825.00	59%
	Deposit Security					0.00	
	Donation-Expense					0.00	
	Dues and Subscriptions-Expense						
	Membership/Dues District			101.00		(101.00)	
	Membership/Dues Staff			116.00		(116.00)	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
	Total Dues and Subscriptions-Expense		0.00	217.00	1,000.00	783.00	22%
	Equipment-Expense					0.00	

	Computer Hardware & Software		3,231.81	6,610.00	3,378.19	49%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	103.38	2,236.18	5,000.00	2,763.82	45%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other		(3,313.96)		3,313.96	
Total Equipment-Expense		103.38	2,154.03	12,110.00	9,955.97	18%
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%
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		262.57		(262.57)	
	Meetings Expense - Other		15.97		(15.97)	
Meetings Expense		0.00	278.54	500.00	500.00	0%
Miscellaneous Expense						
Other Expenses				0.00		
Professional Fees-Expense						
	Audit		10,000.00	12,500.00	2,500.00	80%
	Accounting	12.00	94.13		(94.13)	
	Bank fees	21.89	211.52	600.00	388.48	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		33.89	10,305.65	13,400.00	3,094.35	77%
Rents and Leases						
	Office Space Lease	1,250.00	11,250.00	15,000.00	3,750.00	75%
	Storage Rents					
	Rents and Leases-Other				0.00	
Total Rents and Leases		1,250.00	11,250.00	15,000.00	3,750.00	75%
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	83.76	782.55	2,000.00		

	Photocopies						
	Postage and Delivery	14.20	(75.92)	1,200.00			
	Publication/Printing		48.79				
	Supplies-Expense - Other		0.54	500.00	499.46	0%	
Total Supplies-Expense		97.96	755.96	3,700.00	2,944.04	20%	
Telecommunications							
	Internet Fees		120.00	150.00	30.00	80%	
	Long Distance				0.00		
	Phone Services	484.65	2,907.53	5,000.00	2,092.47	58%	
	Telephone-Expense - Other				0.00		
Total Telecommunications-Expense		484.65	3,027.53	5,150.00	2,122.47	59%	
Vehicles-Expense					0.00		
	District Vehicle Use	(31.61)	(1,219.93)	(2,500.00)			
	Fuel-Expense		469.35	2,000.00	1,530.65	23%	
	License & Maintenance		82.68	1,500.00	1,417.32	6%	
	Mileage Reimbursement Expense		50.29	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense		(31.61)	(617.61)	1,100.00	1,717.61	-56%	
Wages							
	Payroll Clearing Account	(93.26)	287.10				
	Wages-Administrator	0.00	856.82				
	Wages - Asst. Dist. Mgr (DO)	5,467.49	48,254.27				
	Wages-ES III (DF)	5,100.72	27,624.10				
	Professional Engineer (MG)	1,241.23	13,488.85				
	Professional Engineer (MK)	3,758.11	28,838.18				
	Wages-Staff Engineer	119.72	9,077.91				
	Wages - Other	(3.25)	(10.06)				
	Uncompensated Absence-Reimb Exp	(4,016.88)	(30,028.93)				
Total Wages		11,573.88	98,388.24	110,000.00	11,611.76	89%	
Wages-Overhead/Fringe					0.00		
	Long Term Disability	12.71	1,298.02	1,860.00			
Total Wages-Overhead/Fringe		12.71	1,298.02	1,860.00	561.98	70%	
	Total Wages/Ovrhead	11,586.59	99,686.26	111,860.00	12,173.74	159%	
Revolving Account							
	TOTAL EXPENSES (No Indirect included)	13,569.86	133,571.29	172,500.00	38,928.71	77%	
	NET REVENUE OVER/(UNDER) EXPENSES	(3,127.36)	(3,304.46)				
	Fund Balance (total equity)	\$ 109,469					

Nevada Tahoe Conservation District

Balance Sheet

As of March 31, 2018

	Mar 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Petty Cash	0.86
Wells Fargo - General 2513204	65,532.99
Total Checking/Savings	65,533.85
Accounts Receivable	
Accounts Receivable	92,904.07
Total Accounts Receivable	92,904.07
Total Current Assets	158,437.92
Other Assets	
Prepaid expenses	1,200.00
Total Other Assets	1,200.00
TOTAL ASSETS	159,637.92
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,082.77
Total Accounts Payable	11,082.77
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Demo garden	515.64
Deferred Income - NACD	14,871.41
Liab.Uncompensated Absences	21,251.13
Payroll Liabilities	
NV Unemployment Payable	1,641.23
Total Payroll Liabilities	1,641.23
Total Other Current Liabilities	39,086.32
Total Current Liabilities	50,169.09
Total Liabilities	50,169.09
Equity	
Opening Balance	11,724.59
Prior Earnings	101,069.74
Net Income	-3,325.50
Total Equity	109,468.83
TOTAL LIABILITIES & EQUITY	159,637.92

Nevada Tahoe Conservation District
A/R Aging Summary
As of March 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Caltrans Road RAM	0.00	0.00	3,086.89	0.00	0.00	3,086.89
Douglas Co AQ Kahle	1,414.80	1,950.00	0.00	0.00	0.00	3,364.80
Douglas Co Kahle	2,026.51	0.00	8,141.17	0.00	0.00	10,167.68
NDEP Pittman Terrace	0.00	0.00	4,739.50	0.00	0.00	4,739.50
NDEP Program Reg	1,353.60	0.00	845.35	0.00	0.00	2,198.95
NDOT Kahle	14,906.50	0.00	0.00	0.00	0.00	14,906.50
NDOT LCCP Reg & Imp	1,057.08	0.00	0.00	3,100.47	0.00	4,157.55
NDOT Pittman	9,122.29	0.00	0.00	7,682.56	0.00	16,804.85
NDOT ZC	0.00	0.00	0.00	0.00	2,693.79	2,693.79
NDSL Pittman	2,402.29	0.00	4,493.02	0.00	0.00	6,895.31
TRCD SNPLMA Monitoring	0.00	0.00	0.00	0.00	845.31	845.31
USBOR RWC Continuation	395.19	0.00	0.00	0.00	0.00	395.19
USFS BCX	197.58	0.00	0.00	0.00	0.00	197.58
USFS Kahle	3,481.56	0.00	12,043.33	0.00	0.00	15,524.89
Washoe Co LCCP Reg TRPA	543.96	0.00	0.00	1,295.78	2,283.79	4,123.53
Wildscape TKM	74.72	0.00	0.00	298.38	2,428.65	2,801.75
TOTAL	<u>36,976.08</u>	<u>1,950.00</u>	<u>33,349.26</u>	<u>12,377.19</u>	<u>8,251.54</u>	<u>92,904.07</u>

8:37 AM

05/01/18

Nevada Tahoe Conservation District
A/P Aging Summary
As of March 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Kingsbury Hardware	0.00	15.98	0.00	0.00	0.00	15.98
Maria Vielman	0.00	45.00	0.00	0.00	0.00	45.00
PERS, State of Nevada	7,346.22	0.00	0.00	0.00	0.00	7,346.22
Wells Fargo Business Card Kelly	226.24	0.00	0.00	0.00	0.00	226.24
Wells Fargo Business Card Olson	85.60	0.00	0.00	0.00	0.00	85.60
Welsh Hagen	1,414.80	1,950.00	0.00	0.00	0.00	3,364.80
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
TOTAL	<u>9,072.86</u>	<u>2,010.98</u>	<u>0.00</u>	<u>0.00</u>	<u>-1.07</u>	<u>11,082.77</u>

NEVADA TAHOE CONSERVATION DISTRICT PERSONNEL ACTION FORM

SECTION I – REQUESTING DEPARTEMENT

Effective Date: 05 / 01 / 2018 Employee Name: Meghan Kelly

The employee listed above is recommended for the following personnel action

- ☐ New Hire ☐ Temporary Appointment ☐ Reemployment
- ☐ Full-time ☐ Part-time ___# of hour's ☐ Probation
- ☐ Merit Increase (Must be accompanied by a performance evaluation) ☐ Promotion
- ☐ Seasonal ☐ On Call ☐ Cola
- ☐ *Change of Status: explain below ☐ * Separation Other

(Please complete all applications areas listed in this table)

Current Title: District Manager	Current Base Salary: 100,616.07	Current w/ PERS: 87,639.55
Proposed Title:	Proposed Base Salary:	New w/ PERS:
Supervisor's Name (required): Glen Smith	Per Hour Eq Base:	Per Hour Eq w/PERS:
Eligible for Rehire (required):	Proposed Increase %	

CHANGE OF STATUS OR EXPLANATION: (All actions with (*) MUST be explained below.

SECTION II – SIGNATURES

Dept. Supervisor: _____ Date: _____
District Manager: _____ Date: _____
Administrator: _____ Date: _____
Other: _____ Date: _____

I have been notified of the above personnel action:

Employee: _____ **Date:** _____

NEVADA TAHOE CONSERVATION DISTRICT PERFORMANCE EVALUATION

EMPLOYEE: Meghan Kelly

POSITION: District Manager

DATE: May 8, 2018

EFFECTIVE DATE: May 1, 2018

Below are several questions relating to the work performance of the above named employee of the Nevada Tahoe Conservation District. Please answer each of the following questions regarding work performance and provide any additional commentary in the space provided. If one of the following categories does not apply to the employee's position, please mark N/A in the comments field and do not rate the employee in that area.

1. Quality of work

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation
☐ ☐ ☐ ☐ ☐
Comments:

2. Job knowledge/skills

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation
☐ ☐ ☐ ☐ ☐
Comments:

3. Management/Supervision

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation
☐ ☐ ☐ ☐ ☐
Comments:

4. Organization and planning

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation
☐ ☐ ☐ ☐ ☐
Comments:

5. Judgment and decision making

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation

☐ ☐ ☐ ☐ ☐

Comments:

6. Dependability and reliability

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation

☐ ☐ ☐ ☐ ☐

Comments:

7. Initiative

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation

☐ ☐ ☐ ☐ ☐

Comments:

8. Communication with staff and partners

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation

☐ ☐ ☐ ☐ ☐

Comments:

9. Overall effectiveness as the District Manager

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exceeds Expectation

☐ ☐ ☐ ☐ ☐

Comments:

Employee Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____



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

PROJECT SUMMARY
for
Lake Clarity Crediting Program Registration and Implementation

NTCD Program: Nevada Tahoe Conservation District

Contractual Parties: Nevada Tahoe Conservation District (NTCD) and Nevada Department of Environmental Protection

Contract Amount: \$45,911.23

Effective Dates: April 2018 – December 2019

Project Summary: This project will assist Washoe County and to fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). The Nevada Tahoe Conservation District (NTCD) will work closely with Washoe County and NDEP to implement the Lake Clarity Crediting Program and document attainment of load reduction milestones and associated credit targets contained in the ILA. Specifically, pollutant controls identified in the jurisdictions' load reduction plans will be registered and inspected using the updated suite of stormwater tools. There is \$75,911.23 being given as Washoe County's in-kind match to bring the total project cost to \$121,822.46.

Scope of Services Summary:

NTCD will:

- A. Conduct Pollutant Load Reduction Model (PLRM) modeling to estimate load reductions.
- B. Perform inspections to assess and report the conditions of essential pollutant controls.
- C. Assist with drafting and submitting Annual Stormwater Reports and report changes to baseline loading estimates.
- D. Coordinate with project funders to ensure successful and timely completion of the project

SUB-GRANT AGREEMENT

A Sub-grant awarded by:

Department of Conservation and Natural Resources, Division of Environmental Protection
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-4670 Fax: (775) 687-5856

and awarded to Sub-grantee:

Nevada Tahoe Conservation District
PO BOX 915 Zephyr Cove, NV 89448
Phone (775) 586-1610
hereinafter the "Sub-grantee"

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award sub-grants of federal financial assistance to local governments for the purposes set forth in authorizing statutes; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the sub-grant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Sub-grant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **SUB-GRANT TERM.** This Sub-grant shall be effective from Nevada Division of Environmental Protection Administrator's Approval to December 31, 2019, unless sooner terminated by either party as set forth in this Sub-grant.
4. **TERMINATION.** This Sub-grant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Sub-grant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Sub-grant shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Sub-grant is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Sub-grant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Sub-grant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT: SCOPE OF WORK (consisting of 4 pages)

ATTACHMENT: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

ATTACHMENT: THIRD PARTY MATCH (consisting of 1 page)

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost of \$N/A per N/A with the total Sub-grant or installments payable: quarterly, not exceeding \$45,911.23. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Sub-grant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Sub-grant are also specifically a part of this Sub-grant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Sub-grant must be retained a minimum three years from the date of final payment by the State to the Public Agency, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Sub-grant shall be deemed a breach. Except as otherwise provided for by law or this Sub-grant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Sub-grant liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Sub-grant, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Sub-grant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Sub-grant after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Sub-grant, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or

willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Sub-grant, and in respect to performance of services pursuant to this Sub-grant, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Sub-grant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Sub-grant. Nothing contained in this Sub-grant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Sub-grant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Sub-grant is held to be unenforceable by a court of law or equity, this Sub-grant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Sub-grant unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Sub-grant without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Sub-grant), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Sub-grant shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Sub-grant.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Sub-grant on behalf of each party has full power and authority to enter into this Sub-grant and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Sub-grant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Sub-grant.

23. ENTIRE AGREEMENT AND MODIFICATION. This Sub-grant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Sub-grant specifically displays a mutual intent to amend a particular part of this Sub-grant, general conflicts in language between any such attachment and this Sub-grant shall be construed consistent with the terms of this Sub-grant. Unless otherwise expressly authorized by the terms of

this Sub-grant, no modification or amendment to this Sub-grant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Sub-grant to be signed and intend to be legally bound thereby.

SUB-GRANTEE

By: _____
Signature

Name: _____

Title: _____ Date: _____

DIVISION

By: _____
Signature

Name: Greg Lovato

Title: Administrator Date: _____

**Scope of Work
And
Budget Attachment**

ATTACHMENT “A”

A. COVER PAGE

Title: Washoe County Lake Clarity Crediting Program Implementation

Contractor: Nevada Tahoe Conservation District

Address: Physical: 400 Dorla Ct Mailing: PO Box 915
Zephyr Cove, NV 89448 Zephyr Cove, NV 89448

Primary Contact: Dominique Fellers
775.586.1610 x26
775.230.8419
dfellers@ntcd.org
775.586.1612 (fax)

Project Location: Lake Tahoe, HUC 16050101

Project Summary: This project will assist Washoe County to fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). The Nevada Tahoe Conservation District (NTCD) will work closely with Washoe County and NDEP to implement technical elements of the Lake Clarity Crediting Program and document attainment of load reduction milestones and associated credit targets contained in the ILA. Specifically, pollutant controls identified in the jurisdictions' load reduction plans will be registered and inspected using the updated suite of stormwater tools.

Timeframe: APRIL 2018 – DECEMBER 2019

Fiscal Summary:

Total Project Cost:	\$ 121,822.46
NDEP:	\$ 45,911.23
Match:	\$ 75,911.23

Project Partners: Washoe County
Northwest Hydraulic Consultants

B. SCOPE OF WORK

1. Background & Need

Lake Tahoe is famous for its remarkable clarity which, over the last fifty years, has been in decline. The Lake Tahoe Total Maximum Daily Load (TMDL) identifies urban stormwater runoff as the primary source of inorganic fine sediment particles less than sixteen microns in diameter (FSP) affecting lake clarity. The TMDL furthermore establishes an implementation framework as well as milestones to achieve FSP, total phosphorus and total nitrogen load reductions that will result in the attainment of clarity goals.

Within Nevada, the TMDL is implemented through an agreement approach. Upon entering into an Interlocal Agreement (ILAs) with the Nevada Division of Environmental Protection (NDEP), Washoe County has agreed to implement, document and ensure ongoing effectiveness of pollutant controls to achieve established lake clarity credit targets. Accounting is carried out through the Lake Clarity Crediting Program (Crediting Program) process using a suite of approved stormwater tools. The annual Crediting Program process is comprised of four steps: 1) estimate expected load reductions, 2) register or document the pollutant controls and conditions that are expected to result in the estimated load reductions, 3) inspect on-the-ground conditions to verify the conditions used to estimate load reductions are being maintained, and 4) annually declare/award verified credits and demonstrate compliance with ILA commitments and obligations.

2. Project Description, Goals and Objectives

This project will support Washoe County and NDEP to meet respective obligations contained in the ILA and implement the Lake Tahoe TMDL. Specifically, the goals are to carry out the Crediting Program process and procedures to successfully register pollutant controls within Washoe County that are capable of attaining established load reduction milestones and associated credit targets. The goals will be met through the following objectives:

1. Register Washoe County priority pollutant controls in the Stormwater Tools system on LT Info.
2. Conduct Pollutant Load Reduction Model (PLRM) modeling to estimate load reductions expected from implemented pollutant controls.
3. Perform inspections to assess and report the condition of key and essential pollutant controls.
4. Assist Washoe County with preparing Annual Stormwater Reports, including evaluating and updating Stormwater Load Reduction Plans and tracking and reporting changes to baseline loading estimates.
5. Regularly coordinate and communicate with project funders to ensure successful and timely completion of the project.

3. Tasks and Deliverables

Task 1. Project Management and Administration

A. Provide all technical and administrative services as needed for subgrant agreement completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

B. Communication and coordination between NTCD and the project funders (NDEP and Washoe County) is critical to the success of this project. At the beginning of the project, simple and efficient communication protocols will be developed to provide effective and regular communication. Contractor shall promptly notify the project funders of events or proposed changes, including project staff members, that could affect the scope, budget, or schedule of work performed under this agreement.

C. Ensure subgrant agreement requirements are met through completion of progress reports submitted concurrently with invoices. Reports shall describe the activities undertaken and the accomplishments toward achieving project objectives and tasks. Reports shall be of sufficient detail to provide a basis for payment of invoices; if not, additional information as requested by the NDEP contract coordinator must be provided before reimbursement of expenditures. Appropriate back-up documentation for costs incurred, including those related to match, must be provided prior to payment of invoices.

Deliverables:

- Monthly or quarterly invoices, progress reports and grant documentation
- Detailed project schedule for registration and inspection

Task 2. Pollutant Control Registrations

- A. **Model Preparation:** Prepare baseline and expected condition model scenarios for priority pollutant control registrations identified in Washoe County's stormwater load reduction plan. Review and refine parameters and inputs to appropriately and accurately model existing on-the-ground conditions: catchment boundaries, treatment BMP size and capacity, parcel BMP implementation percentages, catchment connectivity, land use categorization, road shoulder condition, roads and parcel impervious connectivity percentages and baseline road condition scores, etc. Field investigation will be conducted as needed for this purpose.
- B. **Supporting Documentation:** prepare a concise memorandum to accompany the registration submittal package. The memorandum shall document the approach to model pollutant load reductions, including sufficient detail to facilitate NDEP understanding and approve the registration. Draft memos will be submitted for NDEP review and feedback prior to uploading for registration approval. Final memos submitted with the registration package will address NDEP comments and feedback on the drafts. Work with Washoe County and NDEP to develop and submit other supporting materials needed to gain registration approval.
- C. **Registration:** prepare and submit pollutant control registrations using the Stormwater Tools site on LT Info. Field investigation may be necessary to document dimensions and appropriate benchmark and threshold conditions for treatment BMPs. Technical support to gain final registration approval may require attendance by phone and/or in person. Under certain circumstances, it may be necessary or desirable to re-open registrations to make appropriate adjustments.

Deliverables:

- Registration Memorandums
- Updated PLRM GIS layers
- Approved registrations

Task 3. Crediting and Reporting

- A. **Condition Assessment:** Conduct road and treatment BMP inspections according to Crediting Program requirements and enter the data into the Stormwater Tools site. Coordinate with Washoe County and NDEP to schedule mutually agreeable inspections dates. Road condition inspections will be scheduled on days when County Road Crews are available to implement the necessary safety controls. NDEP and County Engineering staff will be invited to attend inspections; however, inspections scheduling will not be delayed if either party is unable to attend. With respect to treatment BMP inspections, Washoe County will be notified in the event of any failed assessments so that maintenance can be performed and the treatment BMP re-inspected. It is anticipated that the phase 2 improvements new Stormwater Tools site will automatically calculate parcel BMP area percentages, so parcel BMP verification should not be necessary unless something unexpected arises preventing this improvement from occurring.
- B. **Credit Declarations:** Prepare and submit credit declarations in the Stormwater Tools site so Washoe County may receive credit for the ongoing effectiveness of registered pollutant controls. Provide support to NDEP needed to make a determination whether to approve or deny all or a portion of the declared credits.
- C. **Annual Stormwater Report:** Assist and support Washoe County as needed to prepare and submit Annual Stormwater Program Report required by the Interlocal Agreement. The report is intended to summarize the County's progress, activities and accomplishments over the previous Water Year, as well as planned registration and implementation activities over a five-year planning horizon to meet ILA-established credit targets and milestones.

Deliverables:

- Email correspondence and calendar invites of road and treatment BMP inspection dates
- Results of conditions inspections entered into Stormwater Tools site
- Credit declarations for registrations
- Annual Stormwater Program Reports support

Task 4. Program Improvement

- A. Technological Improvements: Participate in Project Advisory Committee (PAC) meetings for the *Stormwater Tools Phase 2 Improvements* and *Connect BMP Database to LT Info and Stormwater Tools* projects. As PAC member, help ensure priority improvements identified meet user needs.
- B. Policy Improvements: As requested by NDEP, provide technical support as needed for consideration in potential Crediting Program policy guidance adjustments. Topics to be discussed and potentially adjusted include: road condition inspection and scoring policy guidance, baseline road condition score adjustment, and Crediting Program documentation. NDEP will consult with Washoe County to identify and assess the need for NTCD's participation in Urban Implementer Focus Group meetings.
- C. Stakeholder Feedback: Prepare and submit feedback to the TMDL Management Agencies through the TMDL Management System. Feedback submitted using the online Stakeholder Feedback Form should be objective, consisting of new, relevant scientific research findings or technical information that may warrant or support potential program or policy adjustments, or scientific/technical information needs or programmatic adjustment recommendations themselves.

Deliverables:

- Participation in Stormwater Tools Phase 2 Advisory Committee meetings
- Support for Crediting Program Policy Committee meetings - as needed
- TMDL Management System stakeholder feedback - as needed

C. BUDGET

Category	Rate	319(h) Funds	Cash Match	Inkind Match	Total Budget
Salaries	Hourly				
Environmental Scientist IV	\$43.79 - \$61.28	\$20,377.14	\$20,377.14	\$	\$40,754.28
Staff Engineer	\$33.55 - \$47.54	\$4,400.05	\$4,400.05	\$	\$8,800.10
Administrator, Ass. Dist. Manager	\$38.28 - \$53.88	\$2,756.33	\$2,756.33	\$	\$5,512.66
		\$	\$	\$	\$
Fringe Benefits	14.5% of Salaries				
Fringe Benefits for salaried employees		\$3,992.36	\$3,992.36	\$	\$7,984.72
Operating	Actual Cost				
Field Supplies		\$150.00	\$150.00	\$	\$300.00
		\$	\$	\$	\$
		\$	\$	\$	\$
Travel	State Rate				
		\$500.00	\$500.00	\$	\$1,000.00
IDC	40% of TDC				
		\$12,870.35	\$12,870.35	\$	\$25,740.70
Equipment	Actual Cost				
Equipment		\$115.00	\$115.00	\$	\$230.00
Training		\$250.00	\$250.00	\$	\$500.00
		\$	\$	\$	\$
Subcontract	Actual Cost				
Northwest Hydraulics		\$500.00	\$500.00	\$	\$1,000.00
Washoe County		\$	\$	\$30,000.00	\$30,000.00
		\$	\$	\$	\$
Totals:		\$45,911.23	\$45,911.23	\$30,000.00	\$121,822.46

**Additional Agency
Terms & Conditions
Attachment**

NDEP ADDITIONAL AGENCY TERMS & CONDITIONS
ATTACHMENT TO SUB-GRANT
SUB-GRANT CONTROL #DEP-S 18-026

1. The Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Sub-grantee or by the Sub-grantee's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$77.84 per hour.
2. ***NDEP shall only reimburse the Sub-grantee for actual cash disbursed.*** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the Sub-grant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Sub-grantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Sub-grantee shall provide with each invoice a detailed fiscal summary that includes the approved Sub-grant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Sub-grantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Sub-grant amount.
3. The Sub-grantee shall, as part of its approved scope of work and budget under this Sub-grant, provide third party match funds of not less than: \$75,911.23. If match funds are required, the Sub-grantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and the Third party Match Record-Keeping Requirements attachment, which is attached hereto and by this reference is incorporated herein and made part of this Sub-grant.
4. Unless otherwise provided in Scope of work attachment, the Sub-grantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
5. All payments under this Sub-grant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Sub-grant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Sub-grant. If funds are not received from either source for the specific purposes of this Sub-grant, NDEP is under no obligation to supply funding for this Sub-grant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Sub-grant. Nothing in this Sub-grant shall be construed to provide the Sub-grantee with a right of payment over any other entity. If any payments that are otherwise due to the Sub-grantee under this Sub-grant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Sub-grantee if sufficient funds later become available.
6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.
7. Any funds obligated by NDEP under this Sub-grant that are not expended by the Sub-grantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Sub-grant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Sub-grantee. The Sub-grantee shall have no claim of any sort to such unexpended funds.
8. The Sub-grantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Sub-grantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Sub-grantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Sub-grant is in effect and within fifteen (15) calendar days after the termination date of this Sub-grant.

10. The books, records, documents and accounting procedures and practices of the Sub-grantee or any subcontractor relevant to this Sub-grant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Sub-grantee in the performance of its obligations under this Sub-grant shall be the joint property of both parties. Such items must be retained by the Sub-grantee for a minimum of three years from the date of final payment by NDEP to the Sub-grantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Sub-grantee, at the Sub-grantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Sub-grantee may disclose or use for purposes other than the performance of the Sub-grantee's obligations under this Sub-grant. For any work outside the obligations of this Sub-grant, the Sub-grantee must include a disclaimer that the information, report or products are the views and opinions of the Sub-grantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Sub-grant, the Sub-grantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Sub-grantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Sub-grant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Sub-grant or after the conclusion of the use of the property for the purposes of this Sub-grant during its term, be returned to NDEP at the Sub-grantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Sub-grantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Sub-grant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Sub-grantee, NDEP may elect to terminate the Sub-grant and to have the property immediately returned to NDEP by the Sub-grantee at the Sub-grantee's expense. To the extent authorized by law, the Sub-grantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees.

14. The Sub-grantee shall use recycled paper for all reports that are prepared as part of this Sub-grant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Sub-grantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Sub-grantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by NDEP or NDEP's agents or employees.

16. The Sub-grantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Sub-grant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Sub-grant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Sub-grant shall be brought in the First Judicial District Court of the State of Nevada. The Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Sub-grant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Sub-grantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 – Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel and Motel Fire Safety Act of 1990.

18. The Sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Sub-grant without the prior written consent of NDEP.

**Third Party Match
Record-Keeping Requirements
Attachment**

**THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS ATTACHMENT
TO CONTRACT/SUB-GRANT AGREEMENT
CONTROL #DEP S 18-026**

THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS

- A. If not included in the scope of work / budget attachment of the contract, the Public Agency, Contractor or Sub-grantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.
- B. With each invoice, the Public Agency, Contractor or Sub-grantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately
- C. The Public Agency or Independent Contractor shall establish a file dedicated to this contract that includes the following:
1. For any declared in-kind contributions:
 - (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc.
 - (b) A Fringe Benefit detail and explanation.
 - (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (d) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (f) Copies (or originals) of logs/schedules for equipment usage.
 - (g) Signed statements noting fair market value for in-kind donations of materials or supplies.
 2. For any declared cash contributions:
 - (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
 - (b) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (d) Copies (or originals) of logs/schedules for equipment usage.
 - (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Public Agency, Contractor or Sub-grantee agrees and acknowledges that:
1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.
 2. Third-party match contributions or expenditures must be made within the effective dates of:
10/1/2017 through 9/30/2022.
 3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency, Contractor or Sub-grantee for three years from the date of final payment by NDEP to the Public Agency, Contractor or Sub-grantee, and all other pending matters are closed.
 4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.
 5. NDEP may, at any time, audit the Public Agency, Contractor or Sub-grantee contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.
 6. NDEP may require the Public Agency, Contractor or Sub-grantee to repay any funds provided to the Public Agency, Contractor or Sub-grantee under the attached contract that the Public Agency, Contractor or Sub-grantee is unable to match or provide adequate documentation for the reported match.



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

PROJECT SUMMARY
for
Lake Clarity Crediting Program Registration and Implementation

NTCD Program: Nevada Tahoe Conservation District

Contractual Parties: Nevada Tahoe Conservation District (NTCD) and Nevada Department of Transportation (NDOT)

Contract Amount: \$99,194 from NDOT

Effective Dates: April 1, 2018 – December 31, 2019

Project Summary: This project will assist the Nevada Department of Transportation (NDOT) to fulfill obligations and commitments contained in Interlocal Agreements (ILA) with the NDEP. NTCD will work closely with NDOT to accomplish the Lake Clarity Crediting Program (LCCP) process and document attainment of load reduction milestones and associated credit targets. Specifically, pollutant controls identified in the jurisdictional load reduction plan and annual stormwater report will be registered and inspected using the LCCP stormwater tools. The \$95,136.81 will provide support to NDOT for two years.

Scope of Services Summary: NTCD's tasks include communication and coordination with NDOT. NTCD will identify and determine catchment registration priority and a timeline. NTCD will review and prepare baseline and expected condition modeling scenarios for pollutant control registrations in PLRM V2.1 then register pollutant controls in Lake Tahoe Info. NTCD will be performing condition inspections which will include Road RAM and BMP RAM. Results will be entered into Lake Tahoe Info. A subcontract of \$1,200 will be included in this agreement for technical assistance from Northwest Hydraulics Consultants if needed.

Agreement Number P119-18-019

INTERLOCAL AGREEMENT

This Agreement, made and entered into on 04/26/2018, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Nevada Tahoe Conservation District, 400 Dorla Court, P.O. Box 915, Zephyr Cove, NV 89448, hereinafter called "NTCD".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract; and

WHEREAS, by entering into Agreement No. NM711-16-019, dated November 22, 2016, the DEPARTMENT committed to take efforts to help restore and protect Lake Tahoe's clarity; and

WHEREAS, the purpose of this Agreement is to have NTCD carry out the Lake Clarity Crediting Program processes to successfully demonstrate and document the attainment of load reduction milestones and that associated credit targets have been met and achieved; and

WHEREAS, the services of the NTCD will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, NTCD is willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - NTCD AGREES

1. To conduct for the DEPARTMENT project management services, baseline modeling reviews, refinements and updates, catchment registrations, BMP and Road RAM inspection and condition assessments, and jurisdiction/regulator coordination as more specifically described in Attachment "A", attached hereto and incorporated herein, hereinafter the PROJECT.

2. To furnish or have furnished all labor, materials, services, equipment, tools, and personal expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided otherwise herein.

3. To bill the DEPARTMENT monthly for actual PROJECT costs not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

ARTICLE II - DEPARTMENT AGREES

1. To fund the PROJECT, estimated to be and not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).).
2. To meet and coordinate with NTCD and provide the information necessary to carry out the project.
3. To review and provide comments on the input refinements, modeling updates plan, protocols, and analysis.
4. Provide support and direction during catchment registrations.
5. Assist with and coordinate traffic control support as needed during Road RAM assessments and BMP RAM condition inspections/assessments.
6. Within twenty (20) calendar days after postmark of an invoice, to dispute any and all charges on that invoice. The undisputed amount shall be paid to NTCD within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both parties.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the June 30, 2020, or until the completion and acceptance of the PROJECT by the DEPARTMENT and NTCD, whichever occurs first.
2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Matt Nussbaumer
Nevada Department of Transportation
Design Division, Hydraulic Section
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7623
Fax: (775) 888-7177
E-mail: mnussbaumer@dot.nv.gov

FOR NTCD:

Domi Fellers
Nevada Tahoe Conservation District,
400 Dorla Court
P.O. Box 915
Zephyr Cove, NV 89448
Phone: (775) 586-1610 X26
Fax: (775) 586-1612
E-mail: dfellers@ntcd.org

5. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

6. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

7. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

10. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained

in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

13. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

14. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

15. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

16. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

17. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

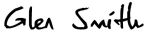
18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.


20. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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


Nevada Tahoe Conservation District

DocuSigned by:

045DCE2386024EF...
Glen Smith,
Chair, Board of Supervisors

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

C4C7CE5CD584445...
Rudy Malfabon, P.E., Director

Approved as to Legality & Form:

DocuSigned by:

524781770C844C7...
Deputy Attorney General



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

PROJECT SUMMARY
for
Lower Wood Creek Lake Clarity Crediting Assistance

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD) and Washoe County

Contract Amount: Not to Exceed **\$34,911.24** – Subcontractor to Washoe County under Lake Tahoe

Effective Dates: April 2018 – March 2021

Project Summary: NTCD will work closely with Washoe County and their subconsultants in the development and implementation of the Lower Wood Creek Water Quality Improvement Project. Specifically, NTCD staff will assist the County and their consultant with Lake Clarity Crediting Program related modeling and reporting in order to design the most effective project for treating stormwater runoff into Lake Tahoe. NTCD staff will attend technical advisory meetings as well as internal design team meetings, provide design input using the Pollutant Load Reduction Model, and register the project with the Lake Tahoe Info Stormwater Tools once the project is constructed.

Scope of Services Summary: The NTCD's tasks include communication and coordination with the County and their subconsultant to identify a project timeline, NTCD will provide baseline and expected condition modeling inputs and scenarios for PLRM V2.1 to the consultant understanding that upon further review adjustments are expected. NTCD will work with the consultant to develop PLRM alternatives and determine the most effective treatment BMPs based on PLRM results and other considerations, expecting multiple iterations to discover the best treatment BMP combo. Upon completion of the project, NTCD will register the project for clarity credits using the Lake Tahoe Stormwater Tools. Prior to registration, NTCD will perform the appropriate BMP RAM and condition inspections (parcel BMP verifications) required for registration. Project coordination, data sharing and open communication with the consultant is key for a successful project.



WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Engineering & Capital Projects

1001 EAST 9TH STREET
PO BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328.3600
FAX (775) 328.3699

AMENDMENT

PROJECT: **Lower Wood Creek Phase I
Water Quality Improvement Project**

AMENDMENT NO.: **1**

DATE: **April 30, 2018**

TO CONSULTANT: **Nevada Tahoe Conservation District**

CONTRACT DATE: **April 13, 2018**

The scope of work and project cost are to be modified as follows:

Amendment No. 1 dated April 30, 2018 – See attached Scope of Work amendment, including additional budget for Task 2 Project Communication (Meetings), as well as additional tasks for PLRM Alternatives and Lake Clarity Crediting Program Registration.

Amount: \$34,911.24

The contract completion date will be extended to: March 31, 2021

Not valid until signed by the Owner and Consultant.

The original (Contract Sum) was.....	\$	13,168.12
Net change by previously authorized Amendments	\$	-
The (Contract Sum) prior to this Amendment was.....	\$	13,168.12
The (Contract Sum) will be (increased) by this Amendment in the amount of.....	\$	34,911.24
The new Contract Sum including this Amendment will be.....	\$	48,079.36

Nevada Tahoe
Conservation District

CONSULTANT

P.O. Box 915

Zephyr Cove, NV 89448

ADDRESS

BY Meghan Kelly, District Manager

DATE

Washoe County

Community Services Department

OWNER

P.O. Box 11130

Reno NV 89520

ADDRESS

BY David Solaro, Assistant County Manager

DATE



INTEGRITY



EFFECTIVE
COMMUNICATION



QUALITY
PUBLIC SERVICE

Lower Wood Creek Phase I Water Quality Improvement Project Amendment 1

April 30, 2018

ADDITIONAL SCOPE OF SERVICES, SCHEDULE OF CHARGES, AND DELIVERY SCHEDULE

Task 2 Additional Project Communication (Meetings)

NTCD will attend all pertinent project-oriented meetings with Washoe County, consultant, funding agencies, regulators, and the project's Technical Advisory Committee (TAC). Meetings and communication with Washoe County and NCE will include regular project management meetings and correspondence as well as communication with maintenance personnel, drainage engineering staff, and any other Washoe County staff that could provide benefits to the project design and implementation.

NTCD's scope includes approximately four (4) TAC meetings, internal project meetings with Washoe County, project consultant and NTCD, along with miscellaneous agency and public meetings. Subsequent to each meeting, if so directed by Washoe County, the NTCD will review the Washoe County prepared minutes in a timely manner.

Deliverables:

1. Attendance at TAC meetings (approximately 4)
2. Attendance at any other project-oriented meeting including, but not limited to, internal meetings between Washoe County and/or the project consultant, public meetings, or meeting with NDEP.
3. NTCD will review meeting minutes and provide any necessary comments

Additional Cost for Task 2:	\$ 11,315.08
<u>Original Cost for Task 2:</u>	<u>\$ 2,633.62</u>
Total Cost for Task 2:	\$ 13,948.70

Task 3 PLRM Alternatives

Alternatives

The project consultant, NCE, will identify priority areas, site specific areas of fine sediment particles (FSP), and additional areas of potential water quality degradation. They will develop a minimum of two alternative treatment BMPs per priority area. NTCD will review the data, analysis, and findings and provide feedback. Field investigations will be performed to dispel any discrepancies. After Washoe County has approved the treatment BMP alternatives, NCE will transfer the necessary data (including sub-catchments) to NTCD, and NTCD will perform the PLRM analysis and ensure the

proposed alternatives are feasible for TMDL registration. NTCD will coordinate with NCE and provide a summary of results in a useable format (Excel PLRM input sheets) to NCE. These results are intended for internal use by NTCD, NCE, and the County to evaluate the proposed BMP alternatives. NTCD will provide input on the BMP Evaluation Memo (prepared by NCE) as needed.

NTCD assumes there will be no more than 9 priority areas. NTCD assumes the treatment BMP alternative(s) will be adjusted directly in PLRM and not the associated GIS shapefiles to save time and resources. NTCD anticipates one round of minor modifications to the treatment BMP alternatives and associated PLRM scenarios based on Washoe County comments. PLRM file naming convention will align with existing Washoe County TMDL registrations as determined by NTCD and agreed to by Washoe County.

Technical Memorandum

NTCD will prepare a technical memorandum summarizing the PLRM scenarios and inputs associated with each priority area treatment BMP alternative. This memo is intended for internal use by Washoe County (and NCE) to document the Alternatives modeling process, described above.

Recommended Alternative for TAC

Once each of the BMP alternatives have been selected and approved internally between Washoe County, NCE, and NTCD, NTCD will develop and refine the project PLRM model(s), including GIS data, to include a scenario for each treatment BMP per priority area. The data and PLRM models for the recommended alternative will be provided to Washoe County and NCE for internal review in a readily useable format (Excel). Once finalized, the data and PLRM models for the recommended alternative will be made available to TAC members; available files to include Excel, GIS, and PLRM. NTCD will coordinate with the Nevada Division of Environmental Protection (NDEP) to ensure that an acceptable PLRM model is developed.

Deliverables:

1. Preliminary Alternatives PLRM model files, input data and Excel PLRM input sheets
2. Technical Memorandum summarizing the alternatives process, PLRM models and inputs
3. Final TAC recommended Alternative PLRM model files, input data and Excel PLRM input sheets

Total Cost for Task 3: \$10,515.68

Task 4 Lake Clarity Crediting Program Registration

Final PLRM results

Prepare expected (BMP) condition model scenarios for project area. Review and refine parameters and inputs to appropriately and accurately model existing on-the-ground conditions: catchment boundaries, treatment BMP size and capacity, parcel BMP implementation percentages, catchment connectivity, land use categorization, road shoulder condition, roads and parcel impervious connectivity percentages, baseline

road condition scores, etc. Field investigation will be conducted as needed for this purpose.

Project Memorandum for Registration

Prepare a concise memorandum to accompany the registration submittal package. The memorandum shall document the approach to model pollutant load reductions, including sufficient detail to facilitate NDEP understanding and approve the registration. Draft memos will be submitted for NDEP review and feedback prior to uploading for registration approval. NTCDD will work with Washoe County and NDEP to develop and submit other supporting materials needed to gain registration approval.

Inspection Conditions (BMP RAM with benchmark and threshold collected)

Conduct treatment BMP inspections according to Crediting Program requirements and enter the data into the Stormwater Tools site. Coordinate with Washoe County and NDEP to schedule mutually agreeable inspections dates. Washoe County will be notified of any failed treatment BMP inspections so that maintenance can be performed and the treatment BMP re-inspected.

NDEP accepted Registration

Prepare and submit pollutant control registrations using the Stormwater Tools site on Lake Tahoe Info. Field investigation and/or review of Record Drawings may be necessary to document dimensions and appropriate benchmark and threshold conditions for treatment BMPs. Technical support to gain final registration approval may require attendance by phone and/or in person. Under certain circumstances, it may be necessary or desirable to re-open registrations to make appropriate adjustments.

Deliverables:

1. Completed expected (BMP) conditions PLRM for project area
2. Registration Memorandum for project
3. Condition Inspection of treatment BMPs in project area
4. NDEP approved Registration for project

Total Cost for Task 4: \$13,080.48

Schedule

Task	Completion Date
<i>Task 2</i> – Additional Project Communication (Meetings)	April 2018 - March 2021
<i>Task 3</i> – PLRM Alternatives	September 2018- December 2018
<i>Task 4</i> – Lake Clarity Crediting Program Registration	April 2020 - March 2021

Amendment Budget Breakdown

Category	Rate	Washoe County
Salaries	Hourly	
Environmental Scientist IV	\$44-\$54	\$17,280.00
ES III/Staff Eng.	\$36-\$45	\$3,800.00
Subtotal		\$21,080.00
Personnel Costs	14.5% for FY 18	\$3,056.60
Travel	Approved State Rate	\$800.00
IDC	40% for FY 18	\$9,974.64
TOTAL		\$34,911.24



Po Box 915
Zephyr Cove, Nevada 89448
775-586-1610

RECOMMENDATION OF CONTRACT AWARD

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

Contractual Parties: Nevada Tahoe Conservation District (NTCD), Rapid Construction, Inc

Effective Dates: July 16 – September 30, 2018

Summary: The Kahle Water Quality Basin Implementation Project bids were received on April 25, 2018 and subsequently publically opened. The allocated construction budget provided by the funders (USFS, NDOT, NDSL, and Douglas County) is \$1,105,000 and the total funding available is \$1,269,250.90. Douglas County and NDOT have agreed to provide up to \$70,000 in a contract amendment to cover the additional bid cost as well as possible change orders. Bids were received from 4 qualified bidders with Rapid Construction having the lowest bid which was also closest to the allocated budget and engineer's estimate. NTCD staff reviewed their bid packet and found it to be complete. NTCD checked the references of Rapid Construction and found them to be adequate and often excellent. NTCD staff recommends entering into an agreement based on best value with Rapid Construction, Inc. to construct the Kahle Water Quality Basin Implementation Project, for a contract sum of \$1,111,111.11. Construction will be later in the season due to groundwater in the area and permitting restrictions.

Supporting Documents: Contractor Bid Packets, Kahle Water Quality Basin Bid Tabulation Form

Bid Tabulation for
Kahle Water Quality Basin Implementation Project
 Prepared By: Nevada Tahoe Conservation District
 Date: April 25, 2018

Base Bid				Engineers Estimate		Rapid Construction		Four Point Engineering		Aspen Developers		MKD Construction	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization and Demobilization	LS	1	\$93,637	\$93,637	\$95,000.00	\$95,000.00	\$140,000.00	\$140,000.00	\$130,000.00	\$130,000.00	\$167,200.00	\$167,200.00
2	Water Pollution Control (Temporary BMPs)	LS	1	\$46,819	\$46,819	\$13,500.00	\$13,500.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$26,000.00	\$26,000.00
3	Traffic Control	LS	1	\$28,091	\$28,091	\$13,500.00	\$13,500.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$42,000.00	\$42,000.00
4	Dewatering and Diversion	LS	1	\$25,000	\$25,000	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00
5	Staging and Storage	LS	1	\$5,000	\$5,000	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00
6	Sediment Rolls, As Directed	LF	100	\$40	\$4,000	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$10.00	\$1,000.00
7	Weed Control	LS	1	\$10,000	\$10,000	\$13,500.00	\$13,500.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$24,200.00	\$24,200.00
8	Clearing and Grubbing	LS	1	\$15,000	\$15,000	\$36,000.00	\$36,000.00	\$44,000.00	\$44,000.00	\$45,000.00	\$45,000.00	\$33,000.00	\$33,000.00
9	Tree Removal	EA	5	\$800	\$4,000	\$1,500.00	\$7,500.00	\$1,300.00	\$6,500.00	\$7,000.00	\$35,000.00	\$1,000.00	\$5,000.00
10	Temporary Mat Road, as directed	LF	150	\$100	\$15,000	\$150.00	\$22,500.00	\$67.00	\$10,050.00	\$300.00	\$45,000.00	\$103.00	\$15,450.00
11	Gravel Construction Entrance	EA	2	\$4,000	\$8,000	\$5,000.00	\$10,000.00	\$2,300.00	\$4,600.00	\$10,000.00	\$20,000.00	\$2,700.00	\$5,400.00
12	Overexcavate and Regrade Access Path	SF	400	\$5	\$2,000	\$14.00	\$5,600.00	\$7.50	\$3,000.00	\$35.00	\$14,000.00	\$10.00	\$4,000.00
13	Protect Utilities in Place	LS	1	\$25,000	\$25,000	\$18,500.00	\$18,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$26,000.00	\$26,000.00
14	Removal of Existing Improvements	LS	1	\$40,000	\$40,000	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
15	AC Pavement	SF	435	\$12	\$5,220	\$25.00	\$10,875.00	\$14.00	\$6,090.00	\$27.00	\$11,745.00	\$20.00	\$8,700.00
16	Concrete Block Forebay	SF	4250	\$25	\$106,250	\$23.00	\$97,750.00	\$16.50	\$70,125.00	\$22.00	\$93,500.00	\$32.00	\$136,000.00
17	Concrete Cutoff Wall	EA	1	\$15,000	\$15,000	\$15,000.00	\$15,000.00	\$6,450.00	\$6,450.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
18	Basin Earthwork	LS	1	\$160,000	\$160,000	\$85,000.00	\$85,000.00	\$100,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$126,000.00	\$126,000.00
19	Soil Stockpile for USFS	LS	1	\$1,500	\$1,500	\$4,000.00	\$4,000.00	\$3,450.00	\$3,450.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
20	Decommission Existing Ditch	LS	1	\$5,000	\$5,000	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00	\$8,500.00	\$8,500.00	\$2,800.00	\$2,800.00
21	36" HDPE Pipe	LF	1210	\$125	\$151,250	\$200.00	\$242,000.00	\$212.00	\$256,520.00	\$255.00	\$308,550.00	\$204.00	\$246,840.00
22	42" RCP	LF	260	\$200	\$52,000	\$325.00	\$84,500.00	\$330.00	\$85,800.00	\$285.00	\$74,100.00	\$250.00	\$65,000.00
23	36" Equivalent Elliptical Pipe	LF	25	\$200	\$5,000	\$350.00	\$8,750.00	632.00	15,800.00	720.00	18,000.00	\$390.00	\$9,750.00
24	6" PVC Pipe	LF	90	\$50	\$4,500	\$60.00	\$5,400.00	69.00	6,210.00	66.00	5,940.00	\$37.00	\$3,330.00
25	Storm Drain Manholes	EA	3	\$10,500	\$31,500	\$12,500.00	\$37,500.00	13,000.00	39,000.00	20,000.00	60,000.00	\$11,360.00	\$34,080.00
26	Water Stops	EA	7	\$1,000	\$7,000	\$750.00	\$5,250.00	1,000.00	7,000.00	600.00	4,200.00	\$3,000.00	\$21,000.00
27	Basin Outlet Structure	EA	1	\$10,000	\$10,000	\$17,000.00	\$17,000.00	12,600.00	12,600.00	35,000.00	35,000.00	\$14,000.00	\$14,000.00
28	Existing Vault Connection	LS	1	\$5,000	\$5,000	\$7,500.00	\$7,500.00	7,000.00	7,000.00	25,000.00	25,000.00	\$7,300.00	\$7,300.00
29	Manual Pond Drain Valve and Box	EA	1	\$2,500	\$2,500	\$3,000.00	\$3,000.00	4,000.00	4,000.00	6,500.00	6,500.00	\$2,000.00	\$2,000.00
30	Rock Spillway/Dissipator	SF	2500	\$25	\$62,500	\$8.00	\$20,000.00	12.00	30,000.00	16.00	40,000.00	\$8.00	\$20,000.00
31	Median Curb	LF	10	\$180	\$1,800	\$50.00	\$500.00	50.00	500.00	50.00	500.00	\$116.00	\$1,160.00
32	Type 1 PCC Curb	LF	10	\$180	\$1,800	\$50.00	\$500.00	50.00	500.00	50.00	500.00	\$118.00	\$1,180.00
33	Willow Wattles	LF	200	\$20	\$4,000	\$30.00	\$6,000.00	15.00	3,000.00	60.00	12,000.00	\$25.00	\$5,000.00
34	Gate Relocation	LS	1	\$8,000	\$8,000	\$5,000.00	\$5,000.00	1,800.00	1,800.00	1,500.00	1,500.00	\$3,300.00	\$3,300.00
35	Revegetation Treatment Type 1	SF	41300	\$2.00	\$82,600	\$2.00	\$82,600.00	0.85	35,105.00	0.16	6,608.00	\$3.25	\$134,225.00
36	Revegetation Treatment Type 2	SF	3300	\$4	\$13,200	\$3.00	\$9,900.00	5.00	16,500.00	0.70	2,310.00	\$7.75	\$25,575.00
37	Revegetation Treatment Type 3	SF	12300	\$2.50	\$30,750	\$1.50	\$18,450.00	1.25	15,375.00	1.50	18,450.00	\$0.64	\$7,872.00
38	Irrigation	LS	1	\$15,000	\$15,000	\$30,036.00	\$30,036.11	90,000.00	90,000.00	15,000.00	15,000.00	\$80,000.00	\$80,000.00
39	Revegetation Warning Signs	EA	5	\$400	\$2,000	\$300.00	\$1,500.00	200.00	1,000.00	600.00	3,000.00	\$250.00	\$1,250.00
Total					\$1,104,916.60		\$1,111,111.11		\$1,265,725.00		\$1,314,403.00		\$1,391,612.00

Bid Alternate				Engineers Estimate		Rapid Construction		Four Point Engineering		Aspen Developers		MKD Construction	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Alt-1	Trench Drain	LF	19	\$250	\$4,750	\$700.00	\$13,300	\$265.00	\$5,035	\$300.00	\$5,700	\$140.00	\$2,660
Alt-2	AC Pavement	SF	60	\$12	\$720	\$25.00	\$1,500	\$14.00	\$840	\$27.00	\$1,620	\$40.00	\$2,400
Alt-3	Type 2 Median Curb	LF	5	\$180	\$900	\$50.00	\$250	\$50.00	\$250	\$100.00	\$500	\$150.00	\$750
Total					\$6,370.00		\$15,050.00		\$6,125.00		\$7,820.00		\$5,810.00

BID PROPOSAL

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

Gentlemen:

I (we) hereby submit my (our) proposal for the **"KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT"**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered 1 through 3, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

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

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

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

BID SCHEDULE

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

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

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization and Demobilization (10%)		
2	1	LS	Water Pollution Control (Temporary BMPs) (5%)		
3	1	LS	Traffic Control (3%)		
4	1	LS	Dewatering and Diversion		
5	1	LS	Staging and Storage		
6	100	LF	Sediment Rolls, As Directed		
7	1	LS	Weed Control		
8	1	LS	Clearing and Grubbing		
9	5	EA	Tree Removal		
10	150	LF	Temporary Mat Road, as directed		
11	2	EA	Gravel Construction Entrance		
12	400	SF	Overexcavate and Regrade Access Path		
13	1	LS	Protect Utilities in Place		
14	1	LS	Removal of Existing Improvements		
15	435	SF	AC Pavement		
16	4250	SF	Concrete Block Forebay		
17	1	EA	Concrete Cutoff Wall		
18	1	LS	Basin Earthwork		
19	1	LS	Soil Stockpile for USFS		
20	1	LS	Decommission Existing Ditch		
21	1210	LF	36" HDPE Pipe		
22	260	LF	42" RCP		
23	25	LF	36" Equivalent Elliptical Pipe		
24	90	LF	6" PVC Pipe		
25	3	EA	Storm Drain Manholes		
26	7	EA	Water Stops		
27	1	EA	Basin Outlet Structure		
28	1	LS	Existing Vault Connection		
29	1	EA	Manual Pond Drain Valve and Box		
30	2500	SF	Rock Spillway/Dissipator		
31	10	LF	Median Curb		
32	10	LF	Type 1 PCC Curb		
33	200	LF	Willow Wattles		
34	1	LS	Gate Relocation		

BID SCHEDULE – REVISED FOR ADDENDUM 1

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

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

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization and Demobilization	95,000.00	95,000.00
2	1	LS	Water Pollution Control (Temporary BMPs)	13,500.00	13,500.00
3	1	LS	Traffic Control	13,500.00	13,500.00
4	1	LS	Dewatering and Diversion	10,000.00	10,000.00
5	1	LS	Staging and Storage	25,000.00	25,000.00
6	100	LF	Sediment Rolls, As Directed	35.00	3,500.00
7	1	LS	Weed Control	13,500.00	13,500.00
8	1	LS	Clearing and Grubbing	36,000.00	36,000.00
9	5	EA	Tree Removal	1,500.00	7,500.00
10	150	LF	Temporary Mat Road, as directed	150.00	22,500.00
11	2	EA	Gravel Construction Entrance	5,000.00	10,000.00
12	400	SF	Overexcavate and Regrade Access Path	14.00	5,600.00
13	1	LS	Protect Utilities in Place	18,500.00	18,500.00
14	1	LS	Removal of Existing Improvements	35,000.00	35,000.00
15	435	SF	AC Pavement	25.00	10,875.00
16	4250	SF	Concrete Block Forebay	23.00	97,750.00
17	1	EA	Concrete Cutoff Wall	15,000.00	15,000.00
18	1	LS	Basin Earthwork	85,000.00	85,000.00
19	1	LS	Soil Stockpile for USFS	4,000.00	4,000.00
20	1	LS	Decommission Existing Ditch	4,000.00	4,000.00
21	1210	LF	36" HDPE Pipe	200.00	242,000.00
22	260	LF	42" RCP	325.00	84,500.00
23	25	LF	36" Equivalent Elliptical Pipe	350.00	8,750.00
24	90	LF	6" PVC Pipe	60.00	5,400.00
25	3	EA	Storm Drain Manholes	12,500.00	37,500.00
26	7	EA	Water Stops	750.00	5,250.00
27	1	EA	Basin Outlet Structure	17,000.00	17,000.00
28	1	LS	Existing Vault Connection	7,500.00	7,500.00
29	1	EA	Manual Pond Drain Valve and Box	3,000.00	3,000.00
30	2500	SF	Rock Spillway/Dissipator	8.00	20,000.00
31	10	LF	Median Curb	50.00	500.00
32	10	LF	Type 1 PCC Curb	50.00	500.00
33	200	LF	Willow Wattles	30.00	6,000.00
34	1	LS	Gate Relocation	5,000.00	5,000.00

BID SCHEDULE – REVISED FOR ADDENDUM 1 (continued)

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
35	41300	SF	Revegetation Treatment Type 1	2.00	82,600.00
36	3300	SF	Revegetation Treatment Type 2	3.00	9,900.00
37	12300	SF	Revegetation Treatment Type 3	1.50	18,450.00
38	1	LS	Irrigation	30,036.11	30,036.11
39	5	EA	Revegetation Warning Signs	300.00	1,500.00

BASE BID TOTAL (in numerals) 1,111,111.11

BASE BID TOTAL (in words) One Million One Hundred and Eleven Thousand
One Hundred and Eleven Dollars and Eleven cents

BID ALTERNATE SCHEDULE

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

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

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
Alt-1	19	LF	Trench Drain	700.00	13,300.00
Alt-2	60	SF	AC Pavement	25.00	1,500.00
Alt-3	5	LF	Type 2 Median Curb	50.00	250.00

BID ALTERNATE TOTAL (in numerals) 15,050.00

BID ALTERNATE TOTAL (in words) Fifteen Thousand Fifty Dollars 00 cents

BID SUMMARY

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

TOTAL BASE BID:

\$ 1,111,111.11

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

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

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

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

Name of Firm Rapid Construction INC

By [Signature] Danny Sehi

Address 3072 Research way #54

Carson city NV 89706

Phone 775-883-4269

Fax 775-883-4289

Email rapidconst@aol.com

Nevada Contractor's License

No. 0046256

Date 4/25/18

[Signature]
WITNESS

PREFERENTIAL BIDDER STATUS

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

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

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

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



PREFERENTIAL BIDDER STATUS
AFFIDAVIT

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

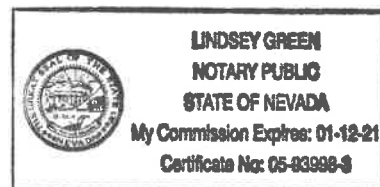
1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all of the non-apportioned vehicles primarily used on this project are registered in Nevada;
3. The Contractor shall ensure at least 25 percent of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

By: Danny Selmi
Title: President
Signature: [Signature]
Date: 4/25/18

Signed and sworn to (or affirmed) before me on this 25 day of April, 2018,
by Danny Selmi (name of person making statement).

State of Nevada)
)ss.
County of Carson)

[Signature] STAMP AND SEAL
Notary Signature



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, RaPiD Construction, Inc.

, as Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

(legal description and address of Surety)

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

Signed this 20th day of April, 2018.

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

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

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

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

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

Principal

RaPiD Construction, Inc.



(Seal)

By

Surety Fidelity and Deposit Company of Maryland

(Seal)

By



David Weise, Attorney-In-Fact

BID BOND (continued)

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS) Carson

On this 25 day of April, 2018, personally appeared before me, a Notary Public,
Danny Selmi, who acknowledged to me that he/she was the Principal
authorized to sign the foregoing Bid Bond.



Lindsey Green
NOTARY PUBLIC

STATE OF NEVADA)
) SS: SEE ATTACHED
COUNTY OF DOUGLAS)

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

NOTARY PUBLIC

Surety's Licensed Nevada Agent:

Non-Resident Agent

Company Name

USI Insurance Services National, Inc

10940 White Rock Rd., #200 Rancho Cordova, CA 95670

Address

916-589-8000

Telephone

By: David Arthur Weise

(Note: Signature to be Notarized) David Arthur Weise

Type: Bid Bond

License #54713

Bond No. N/A

Subscribed and sworn to before me this 20th day of April, 2018.

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On April 20, 2018 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared David Arthur Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tina S. Salas

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On April 20, 2018 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of August, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Michael Bond

Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 25th day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of April, 20 18.



David M. Vicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

GENERAL CONTRACTOR

Rapid Construction INC
(Firm Name)


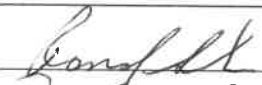
0046256
(Nevada Contractors License #)

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

The firm is: (check one)

☒ a corporation ☐ a partnership ☐ sole proprietorship

Principal Officers:

Name	Title	Signature
<u>Danny Selmi</u>	<u>President</u>	<u></u>
<u>Randy Selmi</u>	<u>VP</u>	<u></u>
<u>Perry Burch</u>	<u>Sec/Treasurer</u>	<u>Perry S. Burch</u>
_____	_____	_____

Owners Not Listed Above:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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



Signature and Title of Officer

FIVE PERCENT LIST OF RESPONSIBLE TRADES

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

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

Trade (type of work)	Name/Address	License No.
1. <u>Grading - Paving -</u> <u>EXCAVATION/Backfill for</u> <u>Utilities</u>	<u>Rapid Construction INC</u> <u>3072 Research Way #54</u> <u>CARSON CITY NV 89706</u>	<u>0046256</u>
2. <u>Revegetation</u>	<u>Soil Tech</u> <u>6420 S Cameron Pr Suite 207</u> <u>Las Vegas NV 89118</u>	<u>0033450</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

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

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

Trade (type of work)	Name/Address	License No.
1. <u>Grading - PAVING</u> <u>EXCAVATION/Backfill for</u> <u>UTILITIES</u>	<u>RAPID CONSTRUCTION INC</u> <u>3072 Research Way #54</u> <u>Carson City NV 89706</u>	<u>0046256</u>
2. <u>REVEGETATION</u>	<u>Soil Tech</u> <u>6420 S. CAMERON DR #</u> <u>LAS VEGAS NV 89119</u>	<u>207</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

AFFIDAVIT OF NONCOLLUSION

State of Nevada)
) SS
County of Carson)

I, Danny Selmi (Name of party signing this affidavit and the Proposal Form),
President (title), under penalty of perjury, being duly sworn, depose and

say: That Rapid Construction INC (name of person, firm, association, or corporation) has
not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in
restraint of free competitive bidding in connection with this Contract.

[Signature]
Signature

President
Title

SUBSCRIBED AND SWORN to before me
this 23 day of April, 2018.

[Signature]
NOTARY PUBLIC



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

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

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

Rapio Construction INC
Name of Bidder, Proposed Contractor or Subcontractor

Danny Selmi / President
Name and Title of Authorized Representative


Signature

4/25/18
Date

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

The undersigned bidder, proposed contractor or subcontractor certifies that:

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

Rapid construction INC
Name of Bidder

Danny Selmi President
Name and Title of Authorized Representative


Signature

4/25/18
Date

QUALIFICATION OF BIDDER CERTIFICATE

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

Contractor Qualifications See Attached

Rapid Construction INC.

Name of Bidder, Proposed Contractor or Subcontractor

Danny Selmi / President

Name and Title of Authorized Representative

D Sel

Signature

4/25/18

Date

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

County of El Dorado – **CSA 5 Erosion Control Project**

Contact – Daniel Kikkert

El Dorado County

924B Emerald Bay Rd

South Lake Tahoe CA 96150

Contract Amount \$525,872.40

Date Completed 10/21/2016

City of Fernley – Villa Park Master Meter Installation

Contact –

City of Fernley

595 Silver Lace Blvd

Fernley NV 89408

Contract amount \$264,108.75

Date Completed 12/12/2016

Northern California Power Agency – Fire Line Replacements

Contact –Dan Emerson

KW Emerson

413 West St Charles Street

San Andreas CA 95249

Contract amount \$446,299

Date Completed 7/1/16

Lake County – CSA 7

Contact – Scott Harter

Lake County Special Districts

230 N Main Street

Lakeport CA 95453

Contract amount \$1,784,703

Date Completed 11/3/17

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

IVGID – Incline Ball Field Improvements Project

Contact – Brad Johnson
Incline Village General Improvement District
1220 Sweetwater Rd
Incline Village NV 89451
Contract Amount \$304,403.00
Date Completed 10/31/2014

TMWA – Zoe Ln
Contact – Scott Estes
TMWA
1355 Capital Blvd
Reno NV 89520-3013
Contract Amount \$151,677
Date Completed 03/20/2015

County of El Dorado – Sawmill 2B Bike Path & Erosion Control Project

Contact – Donaldo Palaroan
County of El Dorado
924 B Emerald Bay Road
South Lake Tahoe CA 96150
Contract Amount \$1,979,001.48
Date Completed 10/15/2015

Southwest Gas – Hwy 50 Gas Main Relocation

Contact – Darrel Gehring
SW Administrators
2441 Fairview Dr
Carson City NV 89701
Contract Amount \$1,002,430.32
Date Completed 10/31/2015

City of Susanville – Watermain Replacement

Contact – Daniel Gibbs
City of Susanville
720 South Street
Susanville CA 96130
Contract Amount \$595,595
Date Completed 06/17/2016

City of Willits – Water Line Replacement Project

Contact – Jeremy Ranco
City of Willits
380 E Commercial St
Willits CA 95490
Contract Amount \$834,999.99
Date Completed 09/30/2016

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Dayton Valley Conservation District – Rolling A Ranch MCR 034

Contact – Richard Wilkerson 775-883-3525

DVCD

PO BOX 3543

CARSON CITY NV 89702

Contract Amount \$118,820.00

Date Completed: December 2010

Carson City – Carson City Gateway Signage

Contact – Thomas Grundy 775-283-7081

Carson City

3505 Butti Way

Carson City NV 89701

Contract Amount \$327,373

Date Completed 4/30/2012

Carson City – Carson City Freeway Landscape Project

Contact – Thomas Grundy 775-283-7081

Carson City

3505 Butti Way

Carson City NV 89701

Contract Amount \$2,964,855

Date Completed 9/30/2012

Douglas County – Zephyr Knolls Water System

Contact – Ron Roman

Douglas County Public Works

P.O. Box 218

Minden NV 89423

Contract Amount \$551,000

Date Completed 10/31/2012

Carson City – Kit Sierra Waterline

Contact – John Platt

Carson City

3505 Butti Way

Carson City NV 89701

Contract Amount \$369,817

Date Completed 2/28/2014

Washoe County – Fairview Fairway Phase III

Contact – Kris Klein

Washoe County

PO Box 11130

Reno NV 89520

Contract Amount \$1,321,123

Date Completed 3/10/2014

**KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT
STATELINE, NEVADA**

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: The bid period shall be extended by one week or seven (7) calendar days. The first sentence on Page N-1, "Notice to Contractors" and Item 1 on page I-1, "Instructions to Bidders" shall be modified to:

"Sealed proposals will be received in the office of the Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada, until 4:00 P.M. on April 25, 2018 for the "KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT, STATELINE, DOUGLAS COUNTY, NEVADA"."

ITEM 2: Replace plan sheets C-3, C-4, C-5, and C-6 dated March and February 2018, respectively, with plan sheets C-3, C-4, C-5, and C-6 dated April 2018 and provided in this addendum. The revised plan sheets contain the following changes:

1. The slope of the flow line of the existing and proposed storm drain has been changed between stations 6+91.4 and stations 18+54.1 (C-3, C-4, and C-5).
2. The manhole depth and invert elevations have changed at three manholes located at stations 8+85.2, 11+04.4 and 15+86.8 (C-3, C-4, and C-5).
3. An existing fiber optic box is called out to protect in place or coordinate with utility to remove and replace. This was previously identified as an electrical box. This work shall be considered as part of the lump sum cost for bid item 13 (C-4).
4. An existing concrete slurry cutoff wall has been called out for demolition. This work shall be considered as part of the lump sum cost for bid item 14 (C-5).
5. An existing rock basin is shown on the plans. Additional detail has been added on removal and replacement of the existing basin over the storm drain pipe alignment. This work shall be considered as part of the linear foot unit cost for bid item 21 (C-5 and C-6).
6. Additional detail is added for the inlets of the existing rock basin in plan and profile (C-5 and C-6).
7. A ±19 linear foot trench drain is called out for installation and connection to the existing Stormceptor 450i drainage inlet. This is a bid alternate item.
8. The limits of the saw cut for the parking lot have increased to account for the installation of the proposed trench drain. This is a bid alternate item.
9. Two possible locations for a ¾" irrigation connection to provide water for proposed temporary irrigation are shown on the plans (C-5). Contractors shall pay a standard rate to Kingsbury GID for the water from these locations.

ADDENDUM NO. 1, Page 2 of 2

ITEM 3: Section 265 "Trench Drain" included as an attachment to this Addendum shall be added to the Special Technical Provisions as page 73. This additional section shall become part of the contract documents if the bid alternate item is awarded.

ITEM 4: A new bid schedule is attached to account for the changes that follow. Bidders are instructed to replace the bid schedule in the Solicitation Documents and Specifications (pages P-2 and P-3) with the bid schedule (pages P-2, P-3, and P-4) attached to this addendum. Bidders should submit their bid using this bid schedule and not the one included in the March 2018 Solicitation Documents and Specifications.

1. Percentages have been removed from description for items 1, 2 and 3 as they are not relevant to the bid item.
2. The addition of Bid Alternate Item, Alt-1 "Trench Drain" to account for the proposed 19 linear foot trench drain.
3. The addition of Bid Alternate Item, Alt-2 "AC Pavement" to account for the increased sawcut area for the installation of a trench drain.
4. The addition of Bid Alternate Item, Alt-3 "Type 2 Median Curb" to account for the increased sawcut area for the installation of a trench drain.

ITEM 5: On page I-1 of the Solicitation Documents and Specifications, "Instructions to Bidders," add the following paragraph to Item 15:

"In the event that additive alternate and/or optional bid items are requested by the NTCD, in determining the low bid, the NTCD reserves the right, within its sole judgment and discretion, to make the award of the base bid alone, or of the base bid with alternates and any combination or order of additive optional bid items which represent the lowest overall bid combining the base bid, alternates and optional bid items selected by the NTCD. The selected combination and/or order of any additive alternate bid items along with the base bid shall be final at the time of award."

CLARIFICATION ITEMS

CLARIFICATION ITEM 1: A signed copy of Addendum 1 shall be attached to and submitted with the bid proposal.

CLARIFICATION ITEM 2: In the Special Technical Provisions under Section 260.05, PVC piping will be accepted by the Engineer and the Revegetation Specialist as a material for irrigation piping.

CLARIFICATION ITEM 3: Up to two (2) layers of sod may be stacked for storage for a maximum of five (5) days. Sod may be stockpiled on areas to be disturbed by construction or within 20 feet of planned disturbance

ATTACHMENTS

- Revised Sheets C-3, C-4, C-5, and C-6
- Revised Bid Schedule, Pages P-2, P-3, and P-4 for Solicitation Documents and Specifications
- Section 265 for insertion into the Special Technical Provisions.

END OF ADDENDUM

Name of Firm: Rapid Construction Inc Date: 4/24/18

By: [Signature]



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 868-1141 FAX (775) 868-1271, INVESTIGATIONS (775) 868-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-03-03-25-0244

RAPID CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0046256 ORIGINAL ISSUE DATE: 02/26/1998 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$6,500,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MARCH 1, 2018 AND EXPIRES ON FEBRUARY 28, 2019, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

[Signature]
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 2/28/2018
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



**KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT
STATELINE, NEVADA**

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: Replace plan sheet D-5 dated March 2018 with plan sheet D-5 dated April 2018 and provided in this addendum. The revised plan sheets contain the following changes:

1. In detail 1/D-5 for the Basin Outlet Structure, Section A-A, the aggregate base (AB) should be placed six inches outside the footprint of all sides of the structure. The extents of the aggregate base hatch have been revised to show this.
2. In detail 1/D-5 for the Basin Outlet Structure, detail for the grate has been added. See "Grate Detail" for additional information.

CLARIFICATION ITEMS

CLARIFICATION ITEM 1: A signed copy of Addendum 2 shall be attached to and submitted with the bid proposal.

CLARIFICATION ITEM 2: A Public Works Identifying Number (PWP Number) has been obtained for this Project. The number is DO-2018-170.

ATTACHMENTS

- Revised Sheet D-5

END OF ADDENDUM

Name of Firm: Rapid Construction Inc Date: 4/24/18

By: [Signature]

ADDENDUM NO. 3, Page 1 of 1

**KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT
STATELINE, NEVADA**

Nevada Tahoe Conservation District
400 Dorla Ct., PO Box 915
Zephyr Cove, Nevada 89448
(775) 586-1610

The following modifications are hereby made to the Bidding and Contract documents for the above referenced project:

CHANGES TO THE BID DOCUMENTS

ITEM 1: In the Plan Set on Sheet D-1, detail 2/D-1 for the Fiber Roll Silt Barrier, Note 1 should be replaced with the following language: "Fiber rolls shall not be made from straw, with the exception of weed-free rice straw. Fiber rolls shall have a minimum weight of 2.5 lbs per linear foot. Fiber rolls shall be removed at the end of construction as directed by the Engineer."

CLARIFICATION ITEMS

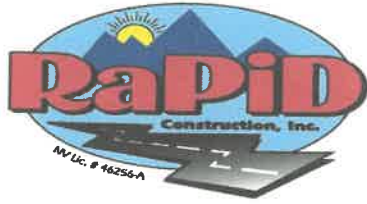
CLARIFICATION ITEM 1: A signed copy of Addendum 3 shall be attached to and submitted with the bid proposal.

CLARIFICATION ITEM 2: In the Plan Set on Sheet D-3, detail 3/D-3 for the Willow Wattling Detail, the detail calls out using "Fresh Dormant Branches," which may not be available at the time of construction. The Contractor shall install the willow wattles no sooner than September 1. The Engineer and Revegetation Specialist will mark an area for willow branch harvest no more than 100 feet from the location of the proposed wattles.

END OF ADDENDUM

Name of Firm: Rapid Construction Inc Date: 4/24/18

By: [Signature]



April 25, 2018

Nevada Tahoe Conservation District
400 Dorla Ct
Zephyr Cove, Nevada 89448

To Who it may concern:

RaPiD Construction is a general engineering contractor based in Carson City and has completed our 20th year serving all of Nevada and California. The company is headed by three individuals consisting of Randy Selmi, Perry Burch and Danny Selmi. Qualifications and experience of each individuals have been attached.

RaPiD Construction has had extensive experience working in the Tahoe Basin on many projects ranging from the installation of underground utilities to completion of several erosion control projects of similar nature to this project. We are also one of a selected few contractors chosen by NDOT to be qualified to work within the Tahoe Basin. This experience has helped us attain extensive knowledge in following and implementing the regions' regulations while completing these projects. Recent completed projects include County of Eldorado – Sawmill 2B Bike Path and Erosion Control Project. The project consisted of installation of sediment basins, storm drainage piping and revegetation work to facilitate the completion of a 1 mile paved multiuse bike path. The project received the Best in Basin Award in 2015 from the TRPA which is included.

In 2016, we completed the County of Eldorado – CSA 5 Erosion Control Project. This project consisted of installation of sediment basins, storm drainage piping, AC curbing and rip-rap channels. All disturbed areas were rehabilitated with varying types of revegetation treatments.

In 2014, RaPiD Construction completed the Fairview Fairway Phase III Erosion control project for Washoe County. This project consisted of excavation of erosion control basins, rock rip rap channels and an extensive storm drainage network. The storm drainage included the installation of several large Jelly Fish vaults also. Within the excavated basins were installed varying large articulated block erosion control mats similar to the ones involved in this project. The revegetation on this project was quite extensive and required us to install and maintain the irrigation systems for a period for one year to insure the growth of the plant species.

In all of these projects RaPiD Construction has partnered with SOILTECH for the


PO BOX 21503 CARSON CITY NV 89721 PHONE (775) 883-4269 FAX (775) 883-4289

implementation of the revegetation and plant establishment. SOILTECH has in the past and will be providing, the supervision and qualifications for the C-10 contractors' license required for this project.

RaPiD Construction has also completed projects for other conservation districts as well and have been listed in our experience and reference sheets.

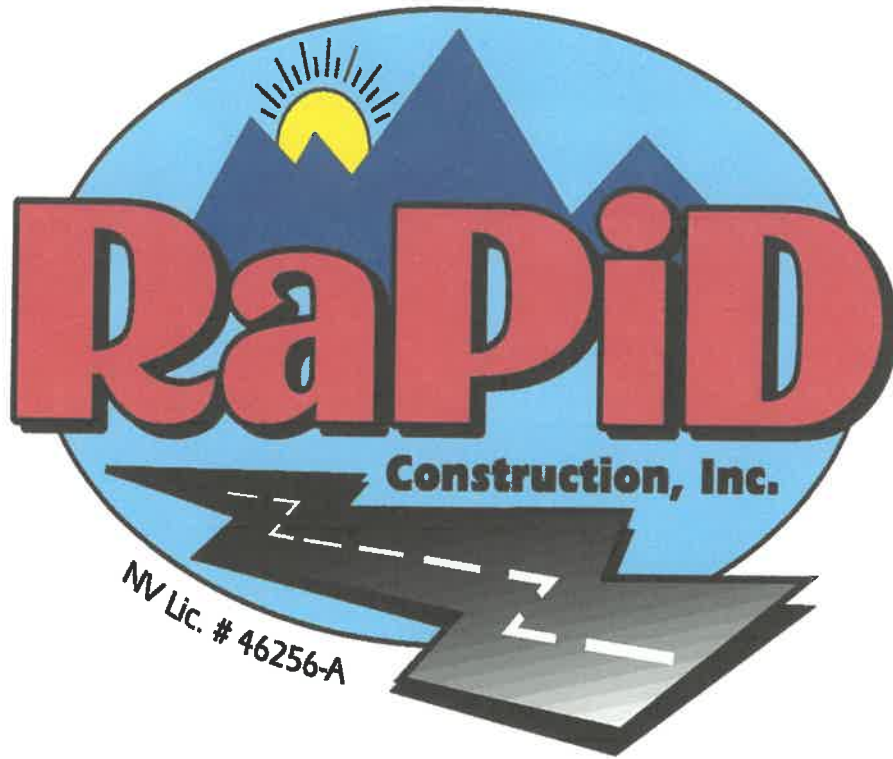
Thank you for your time and consideration on this project and we look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Selmi".

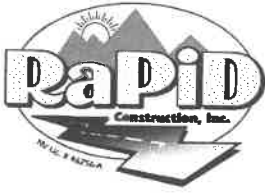
Randy Selmi
Vice President

PO BOX 21503 CARSON CITY NV 89721 PHONE (775) 883-4269 FAX (775) 883-4289



RaPiD Construction Qualifications Sheets

- Completed Projects- Contact Information
- Owner Qualifications
- TRPA 2015 Best in The Basin Award
- Available Equipment List



RaPiD Construction Inc

Key Personnel

Danny Selmi Superintendent/ Foremen/ Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Registered Engineer State of NV
Client References: Carson City – Rick Coley 775-887-2355
El Dorado County Donaldo Palaroan 530-573-7920

Randy Selmi Superintendent/ Foremen / Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Traffic control supervisor, Safety Officer
Client References: City of Willits – Jeremy Ranco 707-459-7154
IVGID – Brad Johnson 775-832-1267

Perry Burch Superintendent/ Foremen / Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Registered Engineer State of NV
Client References: El Dorado County – Daniel Kikkert 530-573-7914
City of Susanville – Daniel Gibbs 530-257-1050



CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT:

Perry Burch

HAS SUCCESSFULLY COMPLETED THE 16-HOUR AGC/NCA-NDOT

Water Pollution Control Manager Training

June 10, 2015

(Expires June 2018)

IN RECOGNITION OF THIS EFFORT AND ACCOMPLISHMENT
IN INCREASING PROFESSIONAL ABILITY



One Industry. One Voice.


Kevin Boesch, CPESC
Logan Simpson Design, Inc.


James Murphy
NDOT Environmental Services Division-
Water Quality Section

2015 BEST IN BASIN AWARD CERTIFICATE OF APPRECIATION

This certificate is awarded to

**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY, TRANSPORTATION DIVISION**

In recognition of valuable contributions to Lake Tahoe through the

Sawmill 2B Bike Path and Erosion Control Project

Project Partners

RaPiD Construction Inc.

RaPiD Construction Equipment List

Make	Model	Ground Pressure Rating	Condition
Link Belt	CX145 Excavator	5.8 PSI	Good
Takeuchi	TL40 Skidsteer	4.1 PSI	Good
Komatsu	PC35 Mini Ex	4.1 PSI	Good
Komatsu	PC45 Mini Ex	3.6 PSI	Good
Case	621D Loader		Good
Case	570 Drag Box		Fair
Case	580L Backhoe		Fair
GMC	Street Sweeper Pickup Broom		Fair
GMC	Water Truck		Fair
Freightliner	5 CY Dump Trucks		Fair
Peterbilt	10 Wheel Dump Truck		Good
Peterbilt	18 CY End Dump		Good
GMC	Foremans Pickup		Good
Ford	Workers Pickup		Good

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SOIL TECH

Licensed since November 13, 1991

License No. **0033450**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

JERRY STANLEY, President, QI

C10 - Landscape Contracting

LIMIT: Unlimited

EXPIRES: 11/30/2019


Chairman, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

SOIL TECH
8420 SOUTH CAMERSON ST
#207
LAS VEGAS NV 89118

LIC. NO.
0033450

EXPIRES
11/30/2019

LIMIT: Unlimited

Class: C10

**STATE OF NEVADA
STATE CONTRACTORS BOARD**

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

SOIL TECH
6420 SOUTH CAMERSON ST
#207
LAS VEGAS, NV 89118

SOIL TECH

BALANCING CONSTRUCTION WITH NATURE

6420 S. Cameron Dr. · Suite 207 · Las Vegas, NV 89118
p: 702-873-2023 f: 702-873-0915 w: soil-tech.com

04/25/2018

Wetland – Upland Projects

Re: Kahle Water Quality Basin Implementation

These are few projects performed by Soil-Tech with similar scope of work:

Colony Inn Meadow Restoration / Tahoe Development
Stream Restoration and Willow Planting, fall of 2013

Edgewood Golf Club Phase 4/ Sierra Nevada Construction
Wetland Seeding and Planting, 2015/2016

Martis Fire Restoration/Washoe County Regional Parks and Open Space
This project was active through 2013/2014 with wetland and upland restoration.

Please feel free to contact us for additional details or contacts for the above projects.

Rue Sanii

rue@soil-tech.com

AGREEMENT FORM

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

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

W I T N E S E T H :

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

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

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within forty (40) working days from the date the Contractor is issued the Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the NTCD a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the NTCD, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by NTCD. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), which are by this reference hereby incorporated into this Agreement and they are as fully a part of the Agreement as if hereto attached or herein repeated:

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

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

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

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

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

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

(a) First: To persons who:

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

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

NOTICE TO CONTRACTORS:

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

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

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

Article 13. Alternative Dispute Resolution. NRS 338.150 requires that a method of alternate dispute resolution be utilized to resolve any disputes that arise between the public body and the contractor engaged on a public work before initiation of a judicial action. The parties agree to submit any dispute that arises under this contract to a mutually agreeable alternative dispute resolution method prior to the initiation of a judicial proceeding. In addition, it is further agreed that neither party is entitled to an award of attorney's fees from the opposing party as a result of the outcome of an alternative dispute resolution method or a judicial proceeding even if the party is considered to be a prevailing party.

Article 14. Termination. In addition to the other provisions of this Agreement, NTCD has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by NTCD in accordance with this provision, NTCD agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

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

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

NEVADA TAHOE CONSERVATION DISTRICT, by:

GLEN SMITH, Chairman
NEVADA TAHOE CONSERVATION DISTRICT

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

NOTARY PUBLIC

CONTRACTOR

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

NOTARY PUBLIC



Po Box 915
Zephyr Cove, Nevada 89448
775-586-1610

RECOMMENDATION OF CONTRACT AWARD

PITTMAN WATER QUALITY IMPROVEMENT PROJECT

Contractual Parties: Nevada Tahoe Conservation District (NTCD), Best Value Bidder

Effective Dates: May 8, 2018 – October 15, 2018

Summary: The Pittman Terrace Water Quality Improvement Project bids were received on May 3rd, 2018 and subsequently publically opened. The allocated construction budget provided by the funders (NDEP, NDOT, NDSL) is \$385,000 and the total funding available is \$401,252. At the time of this board summary, bids had not been received yet. A bid tabulation and the package from the apparent best value bidder will be provided at the board meeting. NTCD staff will have reviewed their bid package for completeness as well as checked the references of the apparent best value bidder.

The goal of the project is to reduce stormwater pollutant loading to Lake Tahoe and garner Lake Clarity Credits for NDOT and possibly Douglas County by installing channel stabilization and stormwater treatment infrastructure in the NDOT US 50 Right-of-Way and Pittman Terrace community.

Supporting Documents: Contractor Bid Packets, Pittman Terrace Bid Tabulation Form