



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

# Board Meeting Agenda

March 19, 2019

10:00 AM (estimated 2 hour duration)

**Location:** Board Room, The Parasol, 948 Incline Way, Incline Village, Nevada  
**Call in Information:** (515) 739-1034, code 341249#

## Agenda Item

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### 1 Call to Order

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### 2 Supervisor Roll Call

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### 3 Pledge of Allegiance

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### 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.

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### 5 Public Interest Comments (No Action)

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**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Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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](mailto: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

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### 6 Agency Reports, Discussion/Possible Action

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**A For Possible Action: Natural Resources Conservation Service (NRCS) report**

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**B For Possible Action: National Association of Conservation Districts (NACD) report**

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**C For Possible Action: Department of Conservation and Natural Resources  
Conservation District Program report**

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**D For Possible Action: Nevada Association of Conservation Districts (NvACD)  
report**

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### 7 Discussion/Possible Action (Business)

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**A For Possible Action: Approval of the Board of Supervisors meeting minutes for  
February 19, 2019.**

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# ADMINISTRATIVE CALENDAR

## Agenda Items

Page #

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### 8 Consent Calendar items pulled for further discussion

Item(s) pulled from the Consent Calendar will be heard at this time.

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### 9 For Possible Action: Supervisor Oaths.

Supervisors Cook, Sarnoff, Martin, and Dwayne Smith will take their oaths for their new terms.

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### 10 For Possible Action: Approval of Bijou Park Creek Contract with Wildscape Engineering for approximately \$75,800 beginning March 2019.

8

The Bijou Park Creek Restoration Project was awarded to the team of consultants lead by Wildscape Engineering. As a member of the team, the District will serve as lead for and assist with multiple tasks in the scope of work. Wildscape Engineering would contract with the City of South Lake Tahoe and NTCD would sub-contract with Wildscape Engineering to complete the work.

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### 11 For Possible Action: Approval of Kahle Ditch Riparian Restoration Project funded by Tahoe Beach Club for \$98,000 beginning March 19, 2019.

39

The Kahle Ditch Restoration Project will decommission a ditch at the end of Kahle Drive and restore the area. The District will be responsible for design, permitting, and construction oversight of the project.

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### 12 For Possible Action: Staff Report

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### 13 Supervisor's Comments

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### 14 Public Interest Comments

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### 15 For Possible Action: Motion to Adjourn

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## Board Meeting Minutes

February 19, 2019  
10:00 AM

**Location:** Tahoe Douglas Fire Station 23, 193 Elks Point Road, Zephyr Cove, Nevada

**Present:** Supervisor G. Smith M. Kelly, District Manager  
Supervisor Cook D. Olson, Assistant District Manager  
Supervisor Martin B. Scherrer, NvACD (Phone)  
Supervisor Sarnoff B. Farley, Kohn & Company (Phone)  
Supervisor Nelson

**Absent:** Supervisor Berkbigler  
Supervisor Appointee D. Smith  
Supervisor McCarthy  
Supervisor Perlman-Whyman

### Agenda Item

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#### 1 Call to Order

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#### 2 Supervisor Roll Call

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#### 3 Pledge of Allegiance

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#### 4 Approval of the Agenda

Motion to approve the agenda approved by Supervisor Sarnoff, seconded by Supervisor Cook. Motion carried unanimously.

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#### 5 Public Interest Comments (No Action)

Volunteers are requested to help at the 2019 Science Expo on April 2-5 at the Lake Tahoe Community College.

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## CONSENT CALENDAR

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Motion to pull item 6 D and approve the Consent Calendar presented by Supervisor Martin, Seconded by Supervisor Sarnoff. Carried unanimously.

### Agenda Items

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#### 6 Agency Reports, Discussion/Possible Action

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**A For Possible Action: Natural Resources Conservation Service (NRCS) report**

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**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**

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**D For Possible Action: Nevada Association of Conservation Districts (NvACD)  
report**

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#### 7 Discussion/Possible Action (Business)

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**A For Possible Action: Approval of the Board of Supervisors meeting minutes for  
November 8, 2018.** 4

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**B For Possible Action: Approval of the Board of Supervisors meeting minutes for  
November 15, 2018.** 8

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**C For Possible Action: Approval of the NTCD financial report for October 2018** 10  
As of 10/31/18, the District's Fund balance was \$126,409. This represents the District's available spendable resources, or assets less liabilities. October had a surplus of \$2,918. This month included the \$2,189 quarterly POOL/PACT payment. The District had ample project work to keep the staff busy and therefore had reduced general fund spending. This was the District's fourth month of the fiscal year.

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**D For Possible Action: Approval of the NTCD financial report for November 2018** 16  
As of 11/30/18, the District's Fund balance was \$124,525. This represents the District's available spendable resources, or assets less liabilities. November had a deficit of \$1,674. The District had project work to keep the staff busy but increase in general fund spending due to holidays and vacation put us into a deficit. This was the District's fifth month of the fiscal year.

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**E For Possible Action: Approval of the NTCD financial report for December 2018**

22

As of 12/31/18, the District's Fund balance was \$114,966. This represents the District's available spendable resources, or assets less liabilities. December had a deficit of \$9,769. The District paid \$9,500 for the audit this month and had increased general fund spending due to vacations and holidays. The District also received its Nevada Association of Conservation Districts grant of \$4,554 this month. This was the District's sixth month of the fiscal year.

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**ADMINISTRATIVE CALENDAR**

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**Agenda Items**

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**8 For Possible Action: Fiscal Year 2018 Audit Results**

28

Beth Farley presented the 2018 audit results. There were no modifications to the audit report or findings reported. There was a new Governmental Accounting Standards Board (GASB) statement requiring the hiring of an actuary to determine liability of pension beyond what has been required in the past. No liability was reported. Beth recommends that the District revisits this every three years. The fund balance of -\$777,647 includes Public Employee's Retirement System (PERS) liability. PERS is underfunded and could potential see an increase in PERS rates to compensate for this. There are more new GASB statements for next year that will be affecting audits into the future. Kohn & Company merged with Eide Bailly in December to provide better and more services to their clients. Motion to approve the audit by Supervisor Sarnoff, Seconded by Supervisor Cook. Carried unanimously.

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**9 Consent Calendar items pulled for further discussion**

Item 6D pulled from the Consent Calendar.

Supervisor Martin is now the 2<sup>nd</sup> Vice President for the Nevada Association of Conservation Districts (NvACD). He has been working with the Nevada Collaborative Conservation Network and will be attending the next meeting in 2 weeks. The Network works to incentivize, coordinate, and support local community based conservation. Supervisor Martin also discussed the Conservation District Program budget and the amount of funds for the Conservation District Program and the grants giving to the Conservation Districts for the next 2 years. The western regional district meeting will occur in Fallon on March 18<sup>th</sup> or 19<sup>th</sup> from 10am to 2pm.

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**10 For Possible Action: Approval of the NTCD financial report for January 2019**

58

As of 1/31/19, the District's Fund balance was \$111,766. This represents the District's available spendable resources, or assets less liabilities. January had a deficit of \$3,200. The District was short on project work to keep the staff busy this month and therefore had increased general fund spending. This combined with the POOL/PACT payment of \$2,918 caused the district to run a deficit. This is the District's seventh month of the fiscal year. The District is running at a \$1000 to \$2000 deficit currently. The \$10,000 (actually \$15,000) from Washoe County is on its way but the District is still trying to work with Supervisor Dwayne Smith on receiving the \$10,000 in Washoe County Engineering funds that he has promised and also work with him on a budgetary grant in the future.

Supervisor Martin mentioned the possibility of a tax on constituents. This needs to be ratified by a vote and has been discussed in the past. Motion to approve the January financial report by Supervisor Sarnoff, Seconded by Supervisor Cook. Carried unanimously.

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**11 For Possible Action: Approval of Cost-of-Living Adjustment (COLA) for all Regular Full-time District staff, effective March, 2019.**

64

In February 2018, District employees received a 4% COLA because a COLA hadn't been awarded since 2014. Annual adjustments are now being sought to minimize abrupt changes in salaries. The COLA is based on the Consumer Price Index for Western Urban Areas. The 12-month percent change for 2018 was 3.4%. District Manager Kelly discussed the request of 2% to 3% increase. Supervisor Sarnoff agreed with the COLA increase but wanted to know the impact to the financials. Asst. District Manager Olson noted that at ideal work load, being able to charge to grants at the projected rates, this increase would not impact financials very much. District Manager Kelly noted that the grants that are open have a built in 6% rate increase to

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account for merit and COLA increases. Motion to approve a 3% COLA presented by Supervisor Sarnoff, Seconded by Supervisor Martin. Opposed by Supervisor Nelson. The motion was carried.

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**12 For Possible Action: Adoption of a Written Workplace Safety Program (WWSP)**

65

The University of California is requiring the District to have a WWSP to work in their labs. Typically in the state of Nevada, this document is not required unless there are 11 or more employees. Dana Olson worked with POOL/PACT to revise a WWSP that would be applicable for the District. Asst. Manager Olson discussed this is a boiler plate document that would not create any financial burden on the District. Motion to approve the WWSP presented by Supervisor Sarnoff, Seconded by Supervisor Cook. Carried unanimously.

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**13 For Possible Action: Staff Report**

Monica Grammenos discussed the Pittman Terrace project that was completed in fall 2018. District Manager Kelly discussed projects that the District is currently working on including Pollutant Load Reduction Modeling for the Highway 50 Bypass, Johnson Meadows bridge replacement, a South Lake Tahoe pocket park, and a Washoe-Storey Conservation District damn replacement.

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**14 Supervisor's Comments**

Supervisor Cook mentioned flooding issues near Burke Creek.

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**15 Public Interest Comments**

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**16 For Possible Action: Motion to Adjourn**

Motion to adjourn presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

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## **BIJOU PARK CREEK RESTORATION PROJECT SUBGRANT AGREEMENT**

**NTCD Program:** N/A

**Contractual Parties:** Nevada Tahoe Conservation District (NTCD), Wildscape Engineering, LLC

**Contract Amount:** \$75,800 NTCD (approximately)

**Effective Dates:** March 2019 – December 2021 (approximate start date)

**Project Summary:** NTCD is a member of a team of consultants that successfully proposed to complete the Bijou Park Creek Restoration Project was awarded the contract by the City of South Lake Tahoe. NTCD will serve as a lead on specific tasks and assist in multiple other tasks in the proposed scope of work. Wildscape Engineering is the project lead and NTCD has worked with them in the past. Wildscape would contract with the City of South Lake Tahoe and NTCD would contract with Wildscape as a sub-consultant. The Bijou Park Creek Restoration Project proposes to design, permit, and install a stormwater treatment and SEZ restoration project in the Bijou Park Creek Watershed. The project is currently funded through the first seven tasks with a possibility for up to 15 tasks to be awarded to the successful team. NTCD will assist with permitting and design and also help the City of South Lake Tahoe seek out additional funding sources for multi-benefit work in the region outside the scope of the funding source.





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(415) 517-1375 (530) 600-0444  
[www.wildscape-engineering.com](http://www.wildscape-engineering.com)*

## **SUBCONTRACTOR AGREEMENT**

This Agreement is made on March 15, 2019 between **Wildscape Engineering Inc.** (WEI) with its principal place of business at 3079 Harrison Ave., Suite 5, South Lake Tahoe, CA 96150 and **Nevada Tahoe Conservation District** ("Contractor"), a subentity of the State of Nevada, with its principal place of business at 400 Dorla Court, Zephyr Cove, Nevada 89448. Whereas, WEI has entered into an agreement (hereinafter called the "Prime Agreement") with Security Paving. (Hereinafter called the "Client") which provides for furnishing Professional Engineering Services for the Bijou Park Creek Project (hereinafter called the "Project").

And whereas, WEI has or will engage the Contractor to perform and be responsible for services described in Exhibits A AND B associated with the Project, WEI and the Contractor hereby agree as follows:

### **ARTICLE 1. TERM OF CONTRACT**

1.01. This agreement will become effective on the date stated above, and will continue in effect until the services provided for in this agreement have been performed or until terminated as provided in this agreement.

### **ARTICLE 2. SCOPE OF SERVICES**

2.01. Specific Services. This Agreement will consist of the services identified in Exhibits A and B, entitled "Support Services Schedule and Costs", attached hereto and made a part hereof.

2.02 Schedule and Costs Limits. The specific services in Exhibits A and B will be undertaken on a time and material basis by Contractor only upon receipt of signed agreement by an authorized representative of WEI and accepted by an authorized representative of Contractor. Contractor will complete such services at suitable times within the time frames specified in Exhibit A, entitled "Support Services Schedule" and the costs limitations described in Exhibit B, entitled "Support Services Costs". If Contractor, in the course of performing its services, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified, it will promptly notify WEI, in writing, of such determination.

2.03. Method of Performing Services. Contractor will determine the method, details, and means of performing the above-described services.



2.04. Status of Contractor. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of WEI while this agreement is in effect. Contractor agrees Contractor is not entitled to the rights or benefits afforded to WEI employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, worker's compensation, training, permits, and licenses for himself or herself and for his employees and subcontractors.

2.05. Use of Subcontractors. Contractor may not, even if at Contractors's own expense, use subcontractors Contractor deems necessary to perform the services required of Contractor by this agreement without the prior written consent of WEI.

### **ARTICLE 3. COMPENSATION**

3.01. Specific Services. This Agreement will consist of the services identified in Exhibits A and B, entitled "Support Services Schedule and Costs", attached hereto and made a part hereof.

3.02 Schedule and Costs Limits. The specific services in Exhibit A will be undertaken by Contractor only upon receipt of signed agreement by an authorized representative of WEI and accepted by an authorized representative of Contractor. Contractor will complete such services at suitable times within the time frames specified in Exhibit A, entitled "Support Services Schedule" and the costs limitations described in Exhibit B, entitled "Support Services Costs". If Contractor, in the course of performing its services, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified, it will promptly notify WEI, in writing, of such determination.

3.03. Method of Performing Services. Contractor will provide the services on a time and material basis in coordination with the WEI Project Manager.

3.04. Status of Contractor. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of WEI while this agreement is in effect. Contractor agrees Contractor is not entitled to the rights or benefits afforded to WEI employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, worker's compensation, training, permits, and licenses for himself or herself and for his employees and subcontractors.

#### **ARTICLE 4. OBLIGATIONS OF CONTRACTOR**

4.01. The Contractor shall perform their services (described in Exhibits A and B) in a professional manner and be responsible to meet the same obligations, requirements, and liabilities towards WEI as WEI accepts towards the Client pursuant to their Prime Agreement.

4.02 Tools, Materials, and Equipment. Contractor will supply all tools, materials, and equipment required to perform the services under this agreement. Contractor shall not use, store, or maintain equipment, vehicles, materials, and personnel at the project location without approval of WEI.

4.03. Compliance with Laws. Contractor agrees to do all acts necessary to comply with all federal and state laws relative to the work provided by Contractor including but not limited to provisions relating to affirmative action and equal opportunity as those provisions apply to Contractor.

4.04 Insurance. Contractor agrees to keep in full force and effect during the performance of any duties under this Agreement, Workers' Compensation Insurance, Comprehensive General insurance in an amount not less than One Million (\$1,000,000.00), Professional Liability Insurance and such other forms of insurance as required by the state where Contractor's work is performed. Contractor shall, in each of the above described policies (except with respect to Professional Liability) waive and agree to have its insurers waive any right of subrogation they may have against WEI or its affiliates, their officers, directors, employees or agents of any of them. It is further agreed that each such policy, other than Workers' Compensation policies, shall name WEI as an additional insured with respect to Contractor's operations hereunder. Contractor shall be solely responsible for deductibles required under such policies, and Contractor shall not under any circumstances call upon WEI for payment of such deductibles required under such policies. Contractor shall hold harmless and indemnify WEI for any and all claims arising out of any injury, disability, or death due to negligent acts and/or omissions to act of Contractor, Contractor's employees or agents.

Contractor shall further name WEI as an additional insured with respect to Contractors' operations. Certificates of all insurance required of Contractor under this Agreement will be furnished to WEI prior to the beginning of work hereunder and at such time as requested by WEI.

4.05. Contractor's Qualifications. Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Consultant. This means Contractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. Contractor shall perform the



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services, set forth under the terms of this Agreement, in accordance with customarily accepted good and sound professional practices and procedures.

4.06. Indemnity. Contractor agrees to indemnify, defend, and hold WEI free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties, attorney's fees, and costs that WEI may incur as a result of a breach by Contractor of any representation or agreement contained in this agreement.

4.07. Assignment. Neither this agreement nor any duties or obligations under this agreement may be assigned by Consultant or Contractor without the prior written consent of the other.

4.08 Documents: Contractor will preserve for a period of five (5) years after completion or termination all the documents pertaining to Contractor's services under the agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose.

## **ARTICLE 5. OBLIGATIONS OF CONSULTANT**

5.01. Cooperation of Consultant. WEI agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this agreement.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

6.01. Expiration of Agreement. Unless otherwise terminated as provided in this agreement, this agreement will continue in effect until the services provided for in this agreement under Exhibits A and B have been fully and completely performed and shall then terminate unless renewed in writing by both parties.

6.02. Termination on Occurrence of Stated Events. This agreement will terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party.

(b) Sale of the business of either party.

(c) Death of either party.

(d) Assignment of this agreement by Contractor without the written agreement of WEI.

6.03 Termination by Notice. WEI shall have the right to terminate Contractor's services at any time by giving notice in writing to Contractor. Contractor will not be entitled to payment for any cost related to the terminated part of services incurred after the effective date of termination.



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## **ARTICLE 7. NOTICE**

7.01 The address of each party hereto, until further notice to the other party is as follows:

### **WILDSCAPE ENGINEERING INC.**

PRINCIPAL REPRESENTATIVE:

**Carol Beahan**

Mail Delivery Address:

3079 Harrison Ave., Suite 5  
South Lake Tahoe, CA 96150

Physical Delivery Address:

Same as above

Email Delivery:

[carol@wildscape-engineering.com](mailto:carol@wildscape-engineering.com)

### **CONTRACTOR:**

**NEVADA TAHOE CONSERVATION DISTRICT**

PRINCIPAL REPRESENTATIVE:

**Meghan Kelly**

Mail Delivery Address:

P.O. Box 915  
Zephyr Cove, NV 89448

Physical Delivery Address:

400 Dorla Court

E-mail Delivery Address:

[mkelly@ntcd.org](mailto:mkelly@ntcd.org)

Notices, written statements and payments hereunder shall be deemed to have been given (a) when mailed postage prepaid by certified or registered mail or sent by overnight courier delivery (b) upon receipt if delivered personally, or c) if transmitted by facsimile or electronic transmission facsimile, date confirmed or accepted in any case to the parties entitled thereto at its above address or at such other latest address as it may designate in writing to the other party for this purpose.

## **ARTICLE 8. PROPRIETARY RIGHTS**

8.02 Confidential Information. Any written, printed, graphic, or electronically or magnetically recorded information furnished by WEI for Contractor's use are the sole property of WEI. This proprietary information includes, but is not limited to, data, analysis, reports, text, graphics and information concerning WEI products, services, prices, operations, and subsidiaries.



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Contractor will keep this confidential information in their confidence, and will not disclose it by any means to any person except with WEI's approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this agreement, Contractor will return any confidential information in Contractor's possession to WEI.

## **ARTICLE 9. GENERAL PROVISIONS**

9.01 Entire Agreement of the Parties. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for WEI and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, not contained in this agreement, and that no other agreement, statement or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

9.02 Partial Invalidity. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

9.03 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

9.04 Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of California.

### **Executed by**

**WILDSCAPE ENGINEERING INC.**

**NEVADA TAHOE CONSERVATION  
DISTRICT.**

By:

By:

CAROL BEAHAN, PRINCIPAL

MEGHAN KELLY, DISTRICT MANAGER

Date:

Date:



## **EXHIBIT A (DRAFT)** Support Services Schedule

**Work Period March 19, 2019 – December 31, 2021**

**Bijou Park Creek Support Services**

Per approved Scope with the City of South Lake Tahoe finalized on March 15, 2019.



## **EXHIBIT B (Draft)**

### **Support Services Costs**

\* Includes all labor per hour and direct costs to be incurred on a time and material basis by Contractor under this agreement, unless modified in writing by Wildscape Engineering Inc.

#### **LABOR**

Up to = \$75,000

#### **DIRECT COSTS**

Mileage –at IRS mileage rate up to = \$800

#### **TOTAL COSTS**

**TIME AND MATERIAL NOT TO EXCEED \$75,800**





# Cost Proposal for Engineering Design Services for Bijou Park Creek Watershed Restoration Project

*Prepared for*

Public Works Department  
City of South Lake Tahoe  
1052 Tata Lane  
South Lake Tahoe, CA  
96150

*Submitted by*

Wildscape Engineering Inc.  
South Lake Tahoe, CA

March 6, 2019



*Civil and Restoration Design Services*  
*www.wildscape-engineering.com*  
*(530) 600-1810*

Ray Jarvis  
Director of Public Works  
1052 Tata Lane  
South Lake Tahoe, CA 96150

**Re: Proposal for Engineering Design Services for Bijou Park Creek Watershed Restoration Project**

Dear Mr. Jarvis:

Respectfully submitted is our scope of work and cost proposal for Engineering Design Services for the Bijou Park Creek Watershed Restoration Project as requested. The cost totals are broken out as Tasks 1 through 7 which we understand to be allocated this year to the awarded team and Tasks 8 through 15 shown as Not in Contract (NIC) given funding still needs to be identified and acquired to complete those tasks.

Sincerely,

Carol Beahan, PE, QSD, President  
[carol@wildscape-engineering.com](mailto:carol@wildscape-engineering.com)  
(530) 600-1810  
(415) 517-1375



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## **I. INTRODUCTION**

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We are pleased to present our scope of work and cost proposal in response to the City of South Lake Tahoe's RFP #02-01-2019 for Engineering Design Services for the Bijou Park Creek Restoration Project (Project). The following summarizes our proposed scope of work as detailed tasks including assumptions and deliverables. Table 1 provides a cost breakout associated with the scope.

## **PROJECT WORK TASKS AND APPROACH**

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The following Project Work Tasks are a composite of those listed in the RFP #02-01-2019 with modifications to better select and evaluate alternatives, inform and guide stakeholders and engaged public through a clear and transparent process, develop a legally-defensible environmental document, acquire the necessary land use permissions, and develop fully executable and sound plans, specifications, and cost estimates.

## **TASK 1. PROJECT MANAGEMENT, PROJECT OUTREACH, PUBLIC MEETINGS, AND COORDINATION**

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### **1.1 Meeting Coordination and Participation**

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The Project Manager will coordinate directly with the City of South Lake Tahoe (City) Project Manager and the design team members to schedule, prepare for and facilitate all design team meetings, property owners' meetings, public meetings, Planning Commission and City Council meetings. We will prepare all draft meeting agendas, presentations, public outreach materials (meeting letters & notices), sign-in sheets, plan sheets, materials samples, etc. for the City's review prior to finalizing and displaying/sharing in the various meeting forums. The proposed Project Manager, Carol Beahan and several team members have extensive experience with coordinating and presenting at meetings of these types, including well-attended public meetings, such as a successful SR89/Fanny Bridge meeting in Tahoe City with over 200 attendees. We will record and maintain meeting minutes, prepare, set up for, and take down all public/property owners meeting sites for one public/property owners meeting, and one meeting for the adoption of the CEQA/NEPA document. Our office location at the City airport allows us to easily accommodate these preparations.

Under this task, we will produce high quality exhibits to help portray the design development information, amenity features, and planning stages to the attendees at the various meetings stated above.

**This task includes our proposed Field Review meeting with the City and Design team so that there is a clear overview, discussion and understanding of the flooding and maintenance problems within the watershed.** Since there is active aggradation of the channel above and below Pioneer Trail, we suspect that elevated sediment loads may be originating from local streets upstream of Pioneer Trail and within the Heavenly Valley ski area. We feel that it is important to understand the current status and any expected future actions mandated by the Lahontan Water Quality Control Board which might serve to decrease sediment loading.

### **1.2 Funding and Regulatory Agency Meetings**

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In its role leading the environmental review, our sub-consultant, Catalyst will lead and select design team members will participate in a meeting with funding agencies and regulatory agencies at two points in the process. The goal will be to ensure that the preliminary designs meet the funding and permitting agency requirements, and to ensure that the CEQA and NEPA review include provisions that may be required by these agencies. In our experience, running the CEQA/NEPA and permitting in parallel leads to a more predictable and efficient process, and leads to mitigation conditions that match permit conditions. Catalyst will prepare the agendas, Microsoft PowerPoint presentation to facilitate the meetings, and provide meeting minutes after the meetings. We anticipate that these

meetings would also ensure effective coordination with the CTC's South Tahoe Greenway Share Use Trail design process.

We would also recommend outreach to the affected neighbourhood groups, including below Pioneer Trail/Charlesworth, apartments and residences along Woodbine Road/Rockwood Drive, Blackwood Road, Vanda Lee Way, Werner Salas Drive, Shirley Avenue, and Bill Avenue. In our experience, engaging the affected community early in the process tends to enhance their acceptance of and support for the project.

Catalyst will also participate in up to four (4) two hour conference calls during City review of the environmental document and permit application packages.

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### **1.3 Planning Commission, City Council and Public Meetings**

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There is a critical need to keep both the Planning Commission and City Council apprised of milestones, accomplishments and deliverables. The regularly scheduled meetings of these bodies provide an opportunity to solicit feedback from both the council and commission members as well as the general public in short workshop-type agenda items. Our Project Manager will lay out and reach agreement with the City Project Manager the key design deliverables that should be presented in this way to these committees to streamline the Major Design Review process and Catalyst and key team members will present to the City Planning Commission and City Council the NEPA/CEQA documents for discussion and adoption. This task assumes our team will prepare for and present at one City Planning Commission and one City Council meeting to present the Project for consideration and adoption of the environmental document and one Public meeting to present the Project design and collect feedback.

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### **1.4 Presentation of 30% Preliminary Plan**

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We will work closely with City appointed staff at the start of this effort to clarify and confirm expectations for 30% Preliminary plans so that they fully address all required elements to complete CEQA/NEPA. Our team members are fully versed in this process, always working side-by-side with planners in design development efforts.

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### **1.5 TAC Coordination**

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We have worked many times with Technical Advisory Committees (TAC) in their past efforts on large complex projects in the Tahoe Basin, and will apply that experience to seamlessly incorporate TAC input coordinating and documenting all review comments from the TAC and incorporate corresponding TAC consensus approved updates and revisions into the Project plans, permits, specifications, and estimate.

#### **Task 1 Deliverables:**

- Agendas, presentation materials and meeting notes Agendas, presentation materials, and workshop summaries from Council and Planning Commission workshops
- Provide City Manager with agreed upon materials to be posted to the City's web site
- Various meeting exhibits
- Draft and Final meeting minutes
- Documentation of all communications with permitting agencies
- Major Design Review Application for the City
- Design Review Power Point presentation and handouts for Planning Commission

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### **TASK 2. SITE SURVEYING**

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In order to control costs, we propose to use existing topographic mapping currently available to the City, and to limit the collection of new detailed data which would require on-the-ground survey, such as culvert inverts, vaults, boxes, signs, utilities, guy wires, etc., to only those areas in the vicinity of improvements comprising the selected alternative or areas which could be affected by the selected alternative. However, should the City desire the level of survey described in Task 2 throughout the entire watershed, it can be provided. Alternately, some limited surveying may be required to assess the feasibility of alternatives. These alternatives might involve rerouting of flows from Keller Canyon or diversion of Bijou Park Creek flows to the new basins east of Walkup Road, or to Bijou Meadow itself, although we expect that engineering constraints with such measures are more likely associated with the location of City drainage pipes and utilities, which would require potholing, included as part of Task 5. With Chip Brejc of Insite Land Surveys who've we've worked with on multiple projects in the City and around the lake, combined with Wildscape Engineering, NTCD and NHC's in-house experience collecting topographic surveys of stormwater basin, wetland and riverine settings using Total Station and RTK we can easily cover all subtasks listed below.

## **2.1 Survey control points**

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We will meet with the City to discuss and agree upon locations to survey a minimum of six survey control points. Survey control points shall be based on the State Plane Coordinate system, Zone 2 and NAD 83 for horizontal control and vertical control based on NAVD 88.

## **2.2 Topographic Base Map**

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We propose to construct a topographic base map that starts with the initial existing topographic mapping discussed above and supplemented with more detailed field surveying in areas where there are likely proposed prescriptions under the alternatives developed. Features to be captured in the survey will include but not be limited to buildings, property lines, water quality treatment basin sites, drainage channels, curbs, sidewalks, traffic signals, signs, edge of pavement, power poles, drainage improvements, vault boxes and all other infrastructure items listed in the RFP. We also anticipate conducting additional ground survey to define the slopes of culverts and to define the downslope grade line.

### **Task 2 Deliverables:**

- All survey control and data points as CAD files.
- Electronic and hardcopies of updated Topographic Base Map

## **TASK 3. HYDROLOGIC AND HYDRAULIC ANALYSIS**

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Since Task 3 includes development and evaluation of alternatives, to some extent, it must occur concurrently with Task 5, Preliminary Design. After the initial review of flooding issues and potential treatment facilities with the City, we propose that the design team and the City conduct a series of meetings to develop alternatives and specific information needs to confirm that each alternative is indeed technically feasible. Many objectives, such as stabilizing road shoulders and replacement of undersized storm drains, will be straightforward and will not require such an approach. However, development of alternative treatments related to the location and function of treatment basins, possible stormwater diversions, and floodplain restoration measures will be most effectively done using a team approach to identify information needs and to also provide an initial assessment of cost feasibility where easements or land acquisitions may be required. In essence, we propose an alternative development and feasibility screening process as an additional Task 3 subtask. We believe this will reduce costs associated with surveying, geotechnical, and NEPA/CEQA analysis as the design progresses.

The stormwater treatment facilities designed as part of the alternatives analysis shall at a minimum capture, treat, and infiltrate storm water runoff from the 550-acre contributing drainage area (watershed) and infiltrate 72 acre-feet of stormwater.

We propose to undertake Task 3.2 as shown in the RFP prior to initiation of Task 3.1 since it provides the information prerequisite to the design process.

### **3.1 Hydrology and Hydraulics Study**

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As introduced above, we will undertake Task 3.2 first. We will then perform a hydraulic analysis of the predicted 5, 10, and 25-year flows under existing conditions to assess the degree of conformance between modeled flooding and observations as provided by the City. This step is also required to assess the extent of tail water control on drain pipe hydraulic grade lines.

For treatment facilities, we will use all of the measures identified within the East Pioneer study as the starting point in developing alternatives for consideration, including both the potential diversion of storm water imported into the basin, as well as new alternatives. New alternatives might include construction of basins between Aloha and Red Lake Roads to infiltrate diverted stormwater, the construction of first flush basins on currently developed parcels within SEZs, and measures used to restore the existing floodplain and reduce the City's need to perform sediment removal within it. We expect that sediment management, groundwater mounding, land acquisition costs, and safety will be the primary considerations for any proposed basins. The existence of water tables at or near the surface within the Bijou Park Creek SEZ is expected to be a key design consideration. Primary considerations for any pipeline designed to divert imported storm water will be the profile conflicts with existing utilities and possible bedrock occurrences along the alignment. Since those aspects directly relate to the engineering feasibility, we will provide a profile in the 30 percent plans.

One of the aggregate design goals will be to provide infiltration of 72 acre-feet of storm water. The hydraulic and physical design of diversions or basins can be used both to improve water quality and to reduce peak flows. However, they are typically not obtained concurrently. The most effective approach to improve water quality is to construct off-line, first flush basins where there is a steep gradient inlet essentially diverting flow into the basin until the water surface rises to the elevation in the stream; however, this approach has a negligible effect on peak flows. Similarly, stormwater diversions through a pipeline into a receiving basin or into Bijou Meadow can be designed in a myriad of ways using real time sensors to divert, for example, only turbid inflows and restrict flows once a receiving basin is full. It can also be designed to operate passively to allow only high flows to be diverted and use a flap gate at the receiving basin to prevent overflows. One unfortunate condition for Bijou Park Creek is that so much mobile sediment has been deposited within the stream that turbidity is generated during high flows which may not be associated with delivery from the watershed itself.

Our studies and designs of storm drain improvements will include consideration of the upper watershed diversions to the Bijou Meadow or Osgood basin. The H & H study will also examine the adjacent watersheds in respect to diversions and redirection of flow to these watersheds.

### **3.2 Drainage Identification and Peak Flow Rates**

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As already introduced, we propose this be the first effort under Task 3 in order to comprehensively identify all the drainage areas and issues, flow patterns and then calculate peak flow rates. We will use the updated HEC HMS model and the PCSWMM model which was developed by NHC to support the Knights Inn Hydrologic and Hydraulic Analysis study. The basin areas will be reviewed for accuracy. Design storms for the 5, 10 and 25-year return intervals will be selected based on the durations recommended by the City.

### **3.3 Determine Stormwater Runoff Volume Infiltration Requirements**

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We expect that this task will be performed concurrently with Task 3.1 and our proposed optional Task 3.6 (Alternatives Feasibility and Screening) in order to evaluate infiltration alternatives and develop a preferred alternative.

### **3.4 Model Proposed Stormwater Treatment and Infiltration Improvements**

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Several alternatives consisting of different configurations of treatment measures will be modeled using the Pollutant Load Reduction Model (PLRM) to estimate pollutant load reductions and the potential Lake Clarity Credits the City may obtain from each alternative. Brent Wolfe from NHC, who is the primary developer of the PLRM, will lead this task with staff from NTCD performing the bulk of the modeling under Brent's guidance. The modeling results will be used to inform the process for selecting the final set of treatment measures.

### **3.5 Existing and Proposed Drainage Analysis**

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This task will consist of using both the hydrologic and hydraulic models to document the flood reduction benefits of the selected set of treatment measures and will also inform the evaluation of different alternatives. The product of this task is the design report, Task 5.

### **3.6 City and Design Team Alternatives Identification**

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As mentioned above, this task will entail design team members working with the City to develop treatment alternatives worthy of consideration, then identifying information needs required to validate their engineering feasibility, develop a preliminary estimate of cost, and assess the feasibility of obtaining any requisite private parcels or easements. Once that step is complete, further analysis of alternatives would consist of utilizing hydrologic, hydraulic and PLRM modeling to identify which set of treatment measures provides the greatest flood reduction and water quality improvements at the lowest cost. We envision that this will entail prerequisite or concurrent work on many, if not all, of the other tasks. The primary objective of this task is to establish a decision-making structure and protocol for developing and evaluating alternatives and selection of the preferred treatment set which will proceed to 30 percent design.

#### **Task 3 Deliverables:**

- Draft and Final Hydrology and Hydraulics Report with figures and appendices.
- Summary memo of measures considered and adopted for development within the 30% plan set

## **TASK 4. GEOTECHNICAL REPORT**

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### **4.1 Geotechnical Report**

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We anticipate there may be a need to conduct shallow exploratory borings at sites under consideration for infiltration facilities and at locations along alignments of any proposed stormwater diversions. Borings would be needed along diversion alignments to determine if there are lithic contacts along a proposed subgrade. For infiltration facilities, knowing the infiltration rates of the surface soils is insufficient if there is a lower horizon which either restricts permeability or a lithic contact which may limit it entirely. In such cases the surface soil infiltration rates no longer are applicable since it is likely that groundwater mounding will occur and actually rates of infiltration within the basin will be controlled both by the hydraulic conductivity and the hydraulic gradient, which may yield effective infiltration rates orders of magnitude less than what surface soil permeability would otherwise indicate.

Our geotechnical engineer, Mark Schroeder, PE, will work in conjunction with Toby Hanes to assess the soil characteristics including soil texture and density from a geotechnical stability standpoint (when needed) and in regard to their infiltration capacity for stormwater treatment (basins, swales),



It is assumed the City would cover the costs for the equipment and operator for all exploratory drilling or potholing efforts.

#### **Task 4 Deliverables**

- Draft and Final Geotechnical and Soils report that includes land capability identification and soil boring and field test results as appendices.

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### **TASK 5. PRELIMINARY PLANS (30%)**

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#### **5.1 30% Preliminary Plans**

Working in concert with efforts under Task 3, our team will develop 30% plans, and cost estimate showing locations, sizing and type of conveyance and stormwater treatment facilities. Three design iterations will be developed as the: 1) Administrative Draft for internal City Review, 2) External Draft for City Council, agency, stakeholder and public review, and 3) Final 30% documents that the City will be able to initiate the next phase for final designs and permitting. Plans sheets will include, but not be limited to, a title or front cover sheet, sheet index, general notes sheet, site plan with existing utilities and infrastructure, grading plan and profile sheets, pipeline centerline and hydraulic grade line profile sheets, temporary and permanent erosion control and BMPs, revegetation, and detail sheets. Design elements will include at a minimum:

- Stabilization of road shoulders that are vulnerable to erosion;
- Replacement of undersized storm drain pipe with appropriately sized pipes (perforated where technically feasible);
- Retention basin(s) that can store and treat storm water through sedimentation and infiltration; and
- Restoration of floodplain, while prioritizing the use of existing public land or easements.

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#### **5.2 Utility Coordination and Identification**

In concert with collecting the field survey data for the topographic base map, we will reach out to the utilities in order to quickly gather existing utility location information and lay out the best options for treatment facilities that avoid the utilities as much as possible. Where conflicts may be unavoidable, we will work cooperatively with the various utilities to perform potholing using high accuracy GPS or land surveying instruments for recording and documenting in order to precisely determine elevations and any necessary avoidance measures. We will conduct potholing as necessary to determine exact utility locations and have budgeted up to three days of potholing within City right-of-way.

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#### **5.3 TRPA Land Capability Verification**

We will coordinate and conduct TRPA Land Capability Verification analysis on property within the City rights-of-way, land acquisitions (should there be any), assist the City with resolving surface coverage related permit conditions that may be required within the TRPA permit for the project. We will include existing condition and proposed conditions Land Capability Study calculation summary tables on the project construction plans.

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#### **5.4 Public Land Use Evaluation (*listed as 5.5 in RFP*)**

In coordination with Task 8, we will evaluate publicly owned parcels (California Tahoe Conservancy, U.S Forest Service, and City) for possible project use. We will coordinate possible public land use within environmental documents and with affected public agencies. Under Task 8, we will assist the City with coordinating and submitting documents required to obtain Special Use Permits, License Agreements, and "Permission to Enter" public and private properties.

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#### **5.5 Engineer's Estimate (*listed as 5.6 in RFP*)**

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We will apply our design development experience and knowledge of construction costs in and around Lake Tahoe to develop an accurate Engineer's estimate to 30% detail in draft form for City review and incorporate all comments to provide a final 30% Engineer's estimate.

#### **Task 5 Deliverables**

- Admin Draft 30% Plans, Specifications and Cost Estimate (PS&E)
- External Draft 30% PS&E
- Final 30% PS&E

### **TASK 6. PRELIMINARY DESIGN REPORT**

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#### **6.1 And 6.2 Draft and Final Preliminary Design Report**

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Following the streamlined SWQIC guidelines, the design team will develop a draft Preliminary Design report that will incorporate: existing conditions information; the results of the hydrology and hydraulic assessment and City/Design Team alternative identification process; the final alternatives evaluated (and any considered and rejected), including ability to meet project objectives; capital and operational (if any) costs; feasibility of installation and long term operation and maintenance; and a description of how the preferred alternative was selected. Included in this report will be summaries of how the technical studies were used to inform the design process and relevant studies will be incorporated as appendices.

The draft Preliminary Design Report will be submitted to the grant funding agency for review and comment.

#### **Task 6 Deliverables**

- Admin Draft 30% Preliminary Design Report for submittal to the City for review and comment
- Draft 30% Preliminary Design Report for submittal to the grant funding agency for review and comment.
- Final 30% Preliminary Design Report.

### **TASK 7. ENVIRONMENTAL DOCUMENTS**

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Preparation of environmental documents would be led by Catalyst. Under this task, Catalyst will base their approach on their expert knowledge of CEQA, NEPA, TRPA guidelines, and other associated applicable policies and guidelines. The work will be guided by our recent CEQA/NEPA work within the Bijou Park Watershed on behalf of the Heavenly Resort, including Dr. Tormey's lead of the CEQA/NEPA/TRPA mitigation monitoring (since 2006), his representation of Heavenly in the CEQA/NEPA/TRPA review of the Epic Discovery Project (2016), and a comprehensive Bijou Park Watershed assessment of chloride, nitrogen, and phosphorous impacts submitted to the Lahontan RWQCB (2016).

The City's project includes some challenging elements to CEQA review, including alternatives assessment as part of the hydrology and hydraulics study that may affect project alternatives, and the need to complete environmental review based on largely conceptual design elements. Catalyst has successfully navigated these issues on stormwater and water resources projects, and our, we will be to develop lists of data needs to support environmental analysis that can be provided in a manner to support a bounding level analysis of impacts, consistent with early phase of design. In addition, we propose to conduct the CEQA review first, because CEQA allows for a lesser level of environmental analysis for alternatives compared to NEPA. Taken together, this approach has led to the preparation of complete, accurate and legally defensible CEQA/NEPA review on time and in budget. This approach will result in a CEQA and NEPA process that is straightforward and readily communicated to the City and stakeholders. Central to the approach is recognition of the importance of process to the successful completion of a CEQA/NEPA review. Even a seemingly minor slip-up in process can derail a CEQA/NEPA review and lead to lengthy delay, rework, and recirculation of the document. Close attention to process makes all stakeholders engaged and part of the review, ensures that all procedural matters are attended to in a way that exceeds

expectations and requirements, and builds the working relationships that provide the surest pathway to a successful review.

### **7.1 And 7.2 CEQA/NEPA Documents**

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The project description and alternatives analysis are the heart of the CEQA process. Development of a complete project description is essential to preparing a legally defensible analysis of potential effects. We will work with the City and our design team to develop the description recognizing that the designs are at a formative stage. Based on our experience with stormwater and water resources projects at this stage, we will determine the best path forward that provides flexibility to Project design while meeting CEQA and NEPA requirements; this may include the use of bounding-level assumptions related to environmental impact analysis that will cover the likely range of final alternatives.

We will prepare a complete administrative draft Initial Study (IS) and based on the results of the IS will prepare a Negative Declaration (ND) or Mitigated Negative Declaration (MND), which includes the previously drafted Project Description and Alternatives, a description of Affected Environment, Impact Analyses (including Cumulative Impacts), and all other required sections as defined by CEQA and NEPA. We will develop technical descriptions of the natural setting and characteristics of each resource, including:

- Air quality
  - Greenhouse Gases
  - Cultural Resources
  - Tribal Cultural Resources
  - Water Resources and Hydrology
  - Terrestrial Resources
  - Aquatic Resources
  - Land Use
  - Agriculture and Forestry Resources
  - Transportation
  - Geology and Soils
  - Population and Housing
  - Environmental Justice (TRPA and NEPA only)
  - Visual Resources
  - Noise and Vibration
  
  - Public Services
  - Mineral Resources
  - Utilities and Service Systems
  - Recreation
  - Cumulative
- Effects

Following the City's review of the Administrative Draft IS, we will prepare a camera-ready version showing that all comments and edits from United have been incorporated and assume that no additional major comments or edits will be provided prior to publication of the final Initial Study and ND or MND. The document will also be structured to satisfy TRPA's environmental review requirements.

We will work with the Lake Tahoe Basin Unit of the Forest Service to use the IS/MND as their decision document to support development of a Categorical Exclusion from further NEPA analysis. We assume for this scope of work that no additional NEPA documents or analyses will be required. We will coordinate, support, and facilitate one public meeting after the release of the IS/MND, including all public noticing and submittals to the California State Clearinghouse.

For the purposes of developing the cost estimate, we assume that existing information from the General Plan EIR and other recent CEQA documents in the project vicinity are sufficient for conducting the cultural resources analysis. We assume that all construction information necessary to calculate air emissions, noise emissions and traffic impacts will be provided by the City. The proposed biological study includes time for two biologists to conduct a one-day habitat-level survey of the project site (no protocol-level surveys are proposed), review the California Natural Diversity Database, and prepare a draft and final biological resources report.

#### **Task 7 Deliverables:**

- Submittal of one (1) electronic copy of the Draft Project Description and Final Project Description
- Submittal of one (1) electronic copy of the Administrative Draft for review and Screen check Draft environmental document to the City.
- Submittal of one (1) electronic copy of the Public environmental document provided to the City for reproduction, posting to the City website, and for distribution. The submittal of the electronic copy will be in a tab-delineated, searchable Adobe PDF format.
- Submittal of one (1) electronic copy of the Administrative Draft Final environmental document for review, including mitigation monitoring and reporting plan, findings, and responses to comments and Screen check Final environmental document tot the City.
- Submittal of one (1) electronic copy of a Draft and Final Habitat-based biological study
- One draft and final letter for consultation under AB 52 and Section 106, to initiate consultation; and one draft and final letter follow-up letter under AB 52 and Section 106. Preparation of mailing list and mailing of all final letters.
- Preparation of all required notices under CEQA and NEPA and filing of notices with appropriate agencies.

### **TASK 8. LICENSE AGREEMENTS AND SPECIAL USE PERMITS (OPTIONAL SERVICE)**

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#### **8.1 License Agreements and Special Use Permits**

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The development of the preliminary plans in Task 5 will begin the coordination with property owners other than the City of South Lake Tahoe if that land is needed for project improvements. All public parcels that could be advantageous to restoration and stormwater treatment will be identified and mapped in GIS during task 5.5. Public parcels are typically preferred for stormwater improvements and restoration work as the cost to the project is much lower than acquiring private parcels. To conduct project activities on California Tahoe Conservancy (CTC) parcels, the City must enter a license agreement with CTC that details the use of the land, the benefits to the public, and the long-term maintenance. A similar process is required for USFS-owned parcels; Special Use Permits must be applied for an obtained to use the parcel for project activities. Additionally, the City has some outstanding access issues for maintenance of existing infrastructure installed in the 1980s due to the Special Use Permit process not being fully developed at the time. After considerable communication with USFS staff, City staff was directed to apply for a new Special Use Permit for work within these existing erosion control project areas, even if it is

considered maintenance. The team will work with City staff to assess maintenance needs verses new project component needs and submit the necessary proposals for work on each relevant USFS parcel. We will reach out to key staff at the CTC and USFS to discuss the use of these parcels for the Project and prepare the necessary documents such as an alternatives evaluations and special use permit applications for each desired parcel. Through the NEPA process, the team will cover any resource study necessary for acquisition of a Special Use Permit.

We have experience finalizing both license agreements and special use permits with both agencies and a strong relationship with the key personnel at the CTC and the USFS. NTCD will lead this task and work with City staff as necessary to complete it. Specific projects successfully completed involving Special Use Permits with the USFS include the Burke Creek Hwy 50 Crossing and Realignment, the Kahle Water Quality Basin Implementation, and the Zephyr Cove Water Quality Improvement.

## **TASK 9. REAL PROPERTY ACQUISITIONS**

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The preliminary plans and design report will discuss the merits of obtaining any private parcels to implement the preferred alternatives. This discussion is also a critical piece of the Special Use Permit application which often requires an analysis of acquiring private parcels versus using federal parcels. We will compile necessary information on any private parcels using the El Dorado County Assessor's website and the Tahoe Regional Planning Agency website. Useful information would include site coverage, land capability, any existing deed restrictions, assessed value, and recent sale value, if applicable. Using this information, we will evaluate if deed restrictions, conservation easements, or land swaps are a viable solution and preferentially pursue those options over full acquisition. If the analysis reveals that full acquisition is the best path forward, the team will reach out to the private property owners to discuss the project and potential purchase of the property. We will prepare one page outline that describes the Project and its benefits to the watershed and potential sellers. We will inform the property owners of their rights related to California Code of Civil Procedure as well as the rights of the City to use eminent domain if negotiations fail; however, we will continue negotiations as long as possible to secure the necessary properties. We will prepare any documents required for real property acquisition including offer letters, purchase and sale agreements, easement acquisition agreements, appraisal reports, warrant reports, and property acquisition reports for each property.

NTCD has extensive experience working with private property owners to implement restoration and water quality projects and will lead the outreach and coordination for this task. NTCD's previous experience has involved a variety of landowner agreements and acquisitions. The implementation Rosewood Creek Area A was located on over 11 acres of private property and required numerous meetings, appraisals, deed restrictions, and memorandums of understanding. Burke Creek Hwy 50 Crossing and Realignment involved appraisals and an eventual land swap between a private property owner and Douglas County. We have also brought on Interwest Consulting Group and Lynn Barnett and Associates to assist with appraisals, purchase agreements, and title, escrow, and closing. Both firms have extensive experience with public agencies and real property acquisitions in the Lake Tahoe Basin.

### **9.1 Appraisals**

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An appraisal of each property identified for acquisition in the preferred alternative will be completed in conformance with federal and state policy. For the purposes of this scope and estimate, it is assumed that three (3) appraisals are necessary, two (2) privately-owned single family dwellings, and one (1) privately-owned portions of property for easements or deed restrictions. Each property owner will be contacted by the consulting firm and given the

opportunity to accompany the appraiser during the appraisal. The City's Project Manager will also be given the opportunity to attend. We will prepare an appraisal report containing at a minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions;
- A description of the physical characteristics of the property being acquired in addition to the highest and best use of the property;
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only;
- A description of comparable sales relied on in the determination of value;
- A statement of the value of the property rights to be acquired, including damages to the remainder;
- A signed certification of the appraiser and the effective date of the valuation.

## **9.2 Acquisition**

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Acquisition services may include making contacts with property owners of all subject parcels for the purpose of negotiating purchase price of real property or easements. Our fee schedule includes acquiring up to four (4) full acquisition single family residences and two (2) partial acquisitions. Consultant will assume the responsibility of coordination and management of the negotiation process. Services will include the following;

- Preparing the offer letter and other related documents based on the appraised and accepted fair market value;
- Statement that City may take property by eminent domain for full or partial acquisitions in the event negotiations fail;
- Notification in accordance with California Code of Civil Procedure Section 1263.025 that the property owner is entitled to obtain an independent appraisal, and should the property owner elect to do so, City will pay for the actual reasonable costs up to \$5,000: the independent appraisal shall be conducted by an appraiser licensed by the Office of Real Estate Appraisers;
- Summary Statement Relating to the Purchase of Real Property or Interest therein;
- Purchase and Sale Agreement or Easement Acquisition Agreement for Public Purposes, as applicable;
- Preparing the purchase agreement and conveyance documents;
- Delivering offer letter and conveyance documents to the City and Caltrans for review and approval;
- Making City requested changes as appropriate;
- Meeting with property owners to discuss the project in general, reviewing easement exhibits and legal descriptions, confirming property owner and occupant information and delivering and explaining the official first written offer;
- Maintaining follow-up contact information for property owners;
- Receiving and responding to property owner inquiries either verbally or in writing and making record of such correspondence;
- Maintaining contact reports for each parcel;
- Continuing negotiations with property owners until agreement is reached; and
- Transmitting signed agreements to the City promptly for acceptance and processing.

## **9.3 Relocation Assistance Program Services**

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Relocation services will include relocation assistance and advisory services to the owners and/or tenants residing in the single-family residences. All relocation services will be performed in accordance with the provisions of the Uniform Act 42 U.S.C. 4601 et seq. and implementing regulations found in 49 CFR 24, and the California Community and Housing Development Title 25, California Code of Regulations, Section 6000 et seq., as appropriate. Relocation advisory services will be provided in accordance with the requirements of Title VI of the



Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601, et seq.) and Executive Order 11063 (27 FR 11527).

Our fee schedule includes providing relocation services up to four (4) residential displaces. The relocation program will be implemented in a fair and non-discriminatory manner, and includes the following:

- Review all documents related to the property acquisition and relocation of displaced tenants.
- Review City's Relocation Assistance Informational Statement brochure, if available, and review for completeness and accuracy. Brochure will be updated as needed.
- Draft all required notices for City approval. Notices include: 1) General Information Notice; 2) Notice of Relocation Eligibility; 3) 90-Day Notice; and 4) 30-Day Notice.
- Provide regular status updates to City throughout the relocation process.
- Personally meet with the owner-occupant(s) and tenant(s) to explain the relocation process and conduct on-site interviews. Acknowledge and address the impact of displacement if relocating minorities, the elderly, large families and persons with disabilities.
- Research the availability of replacement dwellings, including purchase prices and rental rates of units that are likely to be available when needed, to fulfill the requirements of the occupants being displaced.
- Timely hand-delivery of all Notices to displacees.
- Prepare the Replacement Housing Valuation Reports—one for the owner-occupant(s) and one for the tenant(s). This report documents relocation benefits the displacees are eligible to receive, including moving payments, and supports the Notice of Relocation Eligibility Notices.
- Assist displacees in determining and coordinating commercial or self-move of personal property to the replacement site.
- Assist displacees with the preparation of claims for relocation payments and timely submit claims, with supporting documentation, to the City for payment. If advance payments are needed to avoid or reduce a hardship, Interwest will ascertain appropriate safeguards are in place to fulfill the objective of the advance payment.
- Maintain detail contact log and parcel diary with all pertinent information concerning the relocation.
- 

#### **9.4 Title, Escrow, and Closing**

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Consultant shall assume responsibility to ensure all closings are completed in a timely manner by continuing coordination with the Title Company handling the escrows. Consultant shall work closely with the Title Company to ensure quality title is obtained. Services will include:

- Reviewing the updated title. The City will obtain updated preliminary title reports for review.
- Opening escrow, deposit funds and documents, prepare escrow instructions and monitor closing of escrows.
- Assisting the Title Company with releasing any liens, mortgages or encumbrances of record.
- Preparing warrant requests to the City with proper supporting documentation including recommended resolutions to escrow related issues.
- Coordinating the clearing of tax requirements and assessments.

- Attending all meetings and facilitating all closings.
- Ensuring final title policies only contain exceptions that the City is willing to accept.
- Submitting a completed property acquisition report for each property, including transfer of all pertinent related documents to the City.

## **TASK 10. PERMITTING**

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The Project Manager and key task leaders all have experience applying for and acquiring resource agency, TRPA, and City and County permits for their respective stormwater, recreation and wetland/river restoration projects. Given that we work cooperatively with these agencies to gain their input early on in order to incorporate agency expectations and needs within the designs as is practical, in essence, “pre-mitigate” our designs and streamline the permit acquisition process.

We will prepare a matrix identifying and describing all potential permits and regulatory approvals required to move forward with the Project. The matrix will include a list of the information required for each permit or approval, the triggers for the permits and approvals, the applicable regulatory agencies, and the anticipated timeline for each approval.

### **10.1 TRPA Permit**

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The Bijou Park Creek Restoration Project is a Lake Tahoe EIP Project (EIP Number 01.01.01.0118) and therefore will need to obtain an EIP Project Permit from the Tahoe Regional Planning Agency. During the development of the Project, the appropriate TRPA EIP Planner will be involved as a member of the Technical Advisory Committee (TAC) and will therefore have input throughout the design process. The 90% design documents will address any TRPA comments from the 60% TAC meeting and meet all requirements identified for the TRPA Permit. Utilizing the extensive work done for the NEPA/CEQA process, the Team will complete a TRPA Initial Environmental Checklist for submission with the 90% Permit Application. After obtaining a draft TRPA permit, the Team will review the contents and review the draft permit with the City so that the Design Documents can be finalized and all regulatory requirements are conveyed to any potential bidders. For the final permit approval, the Team will send a representative to the Hearings Officer or Governing Board if necessary. The Team has successfully permitted more than 20 Lake Tahoe EIP Projects, has a good relationship with the TRPA staff, and is well versed in the TRPA process.

### **10.2 Stormwater Pollution Prevention Plan (SWPPP)**

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The Wildscape team has extensive experience in developing and overseeing Lahontan approved SWPPPs for drainage, utility, highway and restoration projects in and around the Tahoe basin and will apply that knowledge to develop an organized, site-specific Draft and Final SWPPP that will meet all regulatory requirements and be easily adopted and applied during construction.

### **10.3 Aquatic Resources Delineation and Clean Water Act Permitting**

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Under this task, two Catalyst biologists will conduct an aquatic resources delineation in accordance with the 1987 USACE Wetland Delineation Manual, and regional supplemental guides. For the purposes of estimating costs, we assume that the survey will require one-day in the field. Catalyst will prepare an aquatic resources delineation report for submittal to the USACE to obtain an approved delineation. Based on the results of the aquatic resources delineation and final project plans, Catalyst will prepare applications for a USACE Clean Water Act 404 permit (assuming a Nationwide permit will apply), and 401 Water Quality Certification, and California Department of Fish and Wildlife Streambed Alteration Agreement. One draft copy of each application package will be submitted to the City for review and approval, prior to finalization and submittal to the resource agencies. We assume that the City



will be responsible for all fees associated with permit application submittal. Catalyst will continue coordination with the resource agencies for the duration of permit review until permits are obtained.

#### **Task 10 Deliverables:**

- Permit matrix for the project
- Aquatic Resources Delineation
- Draft and Final application packages for Clean Water Act 404 permit, 401 Water Quality Certification and Streambed Alteration Agreement
- 90% Plans (*NIC at this time*)
- Three (3) 11x17 Final 100% plans (*NIC at this time*)
- Acquired TRPA permit (*NIC at this time*)
- Draft SWPPP

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### **TASK 11. 60% DESIGN LEVEL PS&E DOCUMENTS AND DRAFT DESIGN REPORT**

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#### **11.1 60% PS&E**

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Incorporating comments from the City and the TAC and any identified mitigation measures or special conditions through the CEQA/NEPA process the design team will develop and present 60% design drawings, specifications and preliminary costs to the City for review. The plans and specifications will include construction information on all major features similar to the 30% submittal, including a title sheet, sheet index, general notes sheet, site plan with existing utilities and infrastructure, grading plan and profile sheets, pipeline centerline and hydraulic grade line profile sheets, temporary and permanent erosion control and BMPs, revegetation, and detail sheets. Additional design elements if not already identified during 30% design development include temporary access routes, stockpile and staging areas, and cut/fill quantities by habitat type (sufficient to initiate draft permit applications and environmental compliance documents).

All project work will be designed to minimize existing habitat disturbance, soil compaction, and infrastructure impacts.

#### **11.2 60% Electrical, Landscaping, and Irrigation PS&E**

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At 60% design development additional plan sheets will be incorporated if not already initiated under 30% design development, including any electrical needs for lighting or, if unable to incorporate only passive treatment elements, electrical systems for active treatment or pumping. Additionally landscaping plans that may include access or trail elements, fencing, and temporary or permanent irrigation will also be developed at this stage.

#### **11.3 Draft Project Design Report and Draft SWPPP**

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In order to ensure confidence in the design plans the team will develop a Draft Project Design report that summarizes the methodologies and data used to develop the design PS&E and any decisions made to modify or move away from elements agreed upon during 30% preliminary designs. In addition the Draft SWPPP will be developed and submitted to the City for review at this time.

#### **11.4 Additional Plans and Details**

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The design team will refine and add detail to or introduce new elements necessary to the project at this time. These elements will likely include but not be limited to Demolition plans, Traffic Control and/or Off haul routes, additional legend and abbreviation elements, point data sheets, datum information, basis of bearing, street profiles as necessary, existing and proposed cross-sections, more detailed grading plans, staging areas and details.

## **11.5 NEPA/CEQA Mitigation Design Requirements**

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As stated earlier, we often approach design development already knowing and integrating what will be required by the resource agencies, however this task will provide time to revisit any project modifications or additions that are to be folded into the plans to meet NEPA/CEQA requirements.

## **11.6 Plan Proof Field Visit**

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This is an excellent opportunity to field truth the plans with the City Project Manager and mark up and make any necessary edits to avoid unforeseen surprises or issues at 90% design or even during construction. We very much advocate that this is a critical and worthwhile step in the design process.

## **11.7 60% Engineer's Estimate**

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Starting with the 30% estimate, we will incorporate the additional changes and detail developed during 60%, including more refined quantities for earthwork and material import. Using a combination of recent real construction cost data in the Tahoe region, local supplier and vendor quotes and RS Means we will develop costs to 60% detail.

### **Task 11 Deliverables:**

- 60% Admin Draft PS&E for City Review and to take to Plan Proof Field Visit
- 60% Draft PS&E for stakeholder circulation
- Draft SWPPP

## **TASK 12. 90% PS&E (INCLUDES SUBTASKS 12.1 – 12.4)**

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The design team will build upon the approved 60% PS&E to continue to add details for construction including but not limited to:

- Detail call-out identifiers corresponding to details in detail sheets; and proofed to confirm callouts correspond correctly
- Any refinements to the grading plans, profile sheets, utility, electrical, traffic control plans, etc.
- Any edits as a result of the 60% TAC Design review
- Any edits as a result of additional resource agency or stakeholder review and input.

In order to maintain continuity through the design development process, the Draft Project Design report will be updated to report on any significant changes to the designs between 60% and 90% to accommodate information gained while field trothing and from City, TAC and other resource agency review and comment.

Additionally the Draft SWPPP will be updated to incorporate any additional information discovered between 60% and 90% and significant changes to the plans that require changes to the temporary erosion control and water quality protection measures or dewatering approaches.

The 60% Engineer's estimate will be further refined based on the edits/additions made to the plans and specifications through the 90% development.

### **Task 12 Deliverables:**

- 90% Admin Draft PS&E for City Review
- 90% Draft PS&E for stakeholder circulation
- Final SWPPP

## **TASK 13. 100% BID DOCUMENTS (INCLUDES SUBTASKS 13.1 – 13.2)**

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Under this task the design team will make any final changes and add any necessary detail as a result of City and TAC review and input on the 90% PS&E in order to product 100% stamped plans and technical specifications. The Engineer's Estimate will be reviewed in great detail taking into consideration the current bidding environment (i.e. Contractor availability, local economy, etc. ) and final refinements will be made to ensure an accurate cost estimate that will be well within the acceptable margins of error. With our extensive bench of professional civil engineers, we have the ability to do extensive internal QA/QC of all bid documents prior to submitting to the City, which will result in clear and comprehensive plans and specifications facilitating streamlined construction and preventing unnecessary costly change orders.

**Task 13 Deliverables:**

- 100% Admin Draft PS&E for City Review
- 100% Stamped PS&E
- Responses to Questions during Bid Advertisement and Selection

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**TASK 14. BID ASSISTANCE**

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The proposed Project Manager and several key team members have assisted public agencies and non-profit organizations on similar large projects in developing bid advertisements, bid packages and supporting Contractor selection. This includes quickly responding to questions and requests for information and developing any addendums as needed on a short time frame.

**Task 14 Deliverables:**

- Draft and City Resident Engineer Approved Responses
- Bid Addenda Sections

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**TASK 15. CONSTRUCTION ENGINEERING (CE) (INCLUDES SUBTASKS 15.1-15.2)**

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Once additional funding is secured by the City, additional design services may include construction engineering during Project construction.

The Project Manager and supporting staff have served as Engineer of Record and provided construction oversight on several similar construction projects. Therefore our team is fully capable of providing Construction Engineering, including reviewing and responding to material submittals, change order (CO) requests, and RFIs on a timely basis. We will work with the City Resident Engineer to provide draft written responses and sometimes detailed figures or plan amendments for their review prior to providing to the Contractor. We understand that COs and RFIs can often come in sporadically and require fast response times in order to avoid any delays to the Contractor. Given our local presence and experience we can ensure the City that we would be responsive and effective in all these cases to ensure quality construction continues unimpeded.

**Task 15 Deliverables:**

- Draft and City Resident Approved Responses to RFIs and CO Requests
- Revisions to Plans if necessary
- SWPPP Amendments as needed

**TABLE 1. COST DETAIL**

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Design Services for Bijou Park Creek Watershed Restoration Project																										
Labor Hours by Subtask																										
Firm	WILDSCAPE ENGINEERING INC							NHC				NTCD			Catalyst Environmental Solutions						Interwest					
	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer, Greg Hinds, MS, PE, QSD	Landscape Designer Catherine Sheridan	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Admin/Report Specialist Jamie Allec	Principal Engineer Brent C. Wolfe, P.E	Senior Hydrologist Toby Hanes, P.H.	Senior Geomorphologist Mitch Swanson	Hydrologist and Hydraulic Engineer Brian Walker, MSCE	Senior Project Engineer Megan Kelly, P.E.	Project Engineer Monica Grammenos, P.E.	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	CEQA/NEPA/ Permitting Megan Schwartz, MESM	Michael Rudd, PE, QSD/P Senior Civil QA/QC	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Junior Scientist	Senior Real Estate Agent John Almazan	Senior Real Estate Agent Laura Menendez	Total Subtask Hours	Labor Cost by Task	
Personnel Classification	Hourly Rate	\$140.00	\$125.00	\$135.00	\$150.00	\$140.00	\$95.00	\$75.00	\$240.51	\$182.39	\$182.39	\$135.86	\$103.00	\$78.00	\$87.00	\$250.00	\$195.00	\$250.00	\$195.00	\$180.00	\$130.00	\$95.00	\$160.00	\$130.00		
Task Description																										
1. Project Management, Project Outreach, Public Meetings, and Coordination																								315	\$47,089.38	
1.1 Meeting Coordination and Participation	36					6	30		24			2												98	\$12,443.36	
1.2 Funding and Regulatory Agency Meetings									6			4				8	8							26	\$5,066.34	
1.3 Planning Commission, City Council and Public Meetings	30						30					2			32	32								126	\$20,896.00	
1.4 Presentation of 30% Preliminary Plan	12					2	2		12			4												32	\$4,620.68	
1.5 TAC Coordination	24						8					1												33	\$4,063.00	
2. Site Surveying																								64	\$7,959.36	
2.1 Survey Control Points		16											4											20	\$2,312.00	
2.2 Topographic Base Map		24				8		2	6				4											44	\$5,647.36	
3. Hydrologic and Hyraulic Analysis																								233	\$59,746.62	
3.1 Hydrology and Hydraulics Study	4			4				8	40		60													116	\$18,531.28	
3.2 Drainage Identification and Peak Flow Rates	6	2		1				2	4		16													31	\$4,624.34	
3.3 Determine Stormwater Runoff Volume Infiltration Requirements	2			1					8		12													23	\$3,519.44	
3.4 Model Proposed Stormwater Treatment and Infiltration Improvements				1				12						24										37	\$5,124.12	
3.5 Existing and Proposed Drainage Analysis	4			2				4	8		8													26	\$4,368.04	
3.6 City and Design Team Alternative Identification	24	16		1				4	48	16	40													149	\$23,579.40	
4. Geotechnical Report																										
4.1 Geotechnical/Soils Report	4				60			2	24															90	\$13,818.38	
5. Preliminary Plans (30%)																										
5.1 30% Preliminary Plans	32	32	24		2	12	6	8	18			24	8				8							174	\$23,893.10	
5.2 Utility Coordination and Identification	4								4			32	40											80	\$7,705.56	
5.3 TRPA Land Capability Verification	4											12	4											20	\$2,108.00	
5.4 Public Land Use Evaluation	2											40	40											82	\$7,520.00	
5.5 Engineer's Estimate	8	4	2									8	20				12							54	\$7,274.00	
6. Preliminary Design Report																										
6.1 - 6.2 Draft and Final Preliminary Design Report	32	16	4			8	8		24		16	24	4				8							144	\$19,715.12	
7. Environmental Documents																										
7.1 Description of Proposed Project and Alternatives (draft and final)	4	4													8	32				16					\$11,380.00	
7.2 Tribal Notification Letter and Section 106 Letters																		32		8					\$7,280.00	
7.3 Biological Study (if existing information is not available)	2														8	16			32	64					\$19,480.00	
7.3 Draft and Final Initial Study	2														16	40		16	80	64	48				\$42,480.00	
7.4 Administrative Draft and Screencheck Draft IS/MND/EA	2														16	32		8	48	40	32				\$28,960.00	
7.5 Administrative Final and Screencheck Final IS/MND/EA, Response to Comments	2						2								16	32		8	24	48	32				\$25,830.00	
7.6 Noticing for CEQA and NEPA	2														8	16									\$5,400.00	
7.7 Administrative Record																			40						\$7,200.00	
TOTAL TASKS 1 - 7	242	114	30	10	62	36	86	42	226	16	152	153	124	24	112	208	28	64	224	240	112	0	0		\$344,839.52	

Firm	WILDSCAPE ENGINEERING INC							NHC				NTCD			Catalyst Environmental Solutions							Interwest								
Personnel Classification	Project Manager Lead Engineer Carol Beahan, PE/QSD	Civil Engineer, Greg Hinds, MS, PE, QSD	Landscape Designer Catherine Sheridan	Senior H&H Engineer Dr. David Thompson, PhD, PE	Geotechnical Engineer Mark Schroeder, PE	CAD/GIS/Field Technician	Admin/Report Specialist Jamie Allec	Principal Engineer Brent C. Wolfe, P.E	Senior Hydrologist Toby Hanes, P.H.	Senior Geomorphologist Mitch Swanson	Hydrologist and Hydraulic Engineer Brian Walker, MSCE	Senior Project Engineer Megan Kelly, P.E.	Project Engineer Monica Grammenos, P.E.	Environmental Scientist Domi Fellers	CEQA/NEPA Task Lead Dr. Dan Tormey, Ph.D., P.G.	CEQA/NEPA/ Permitting Megan Schwartz, MESM	Michael Rudd, PE, QSD/P Senior Civil QA/QC	Permitting/ Compliance Ben Pogue, MPA,PMP,AICP	Senior Scientist 1	Staff Scientist 2	Junior Scientist	Senior Real Estate Agent John Almazan	Senior Real Estate Agent Laura Menendez	Total Subtask Hours	Labor Cost by Task					
8. License Agreements and Special Use Permits (NIC)																									\$11,420.00					
8.1 License Agreements and Special Use Permits	4											60	60													124	\$11,420.00			
9. Real Property Acquisitions (NIC)																									283	\$55,102.00				
9.15 Project Management	6											12	8											15		41	\$5,100.00			
9.2 Acquisition (incl proj initiation, planning)												8	4												150	162	\$20,636.00			
9.2 Relocation												2													150		\$19,706.00			
9.3 Title, Escrow, and Closing (incl support)												12	8												60	80	\$9,660.00			
10. Permitting (NIC)																									244	\$38,840.00				
10.1 TRPA Permit	4											8	12													24	\$2,320.00			
10.3 404/401/1600 permitting, including aquatic resources delineation (1 day site visit and report)	4																													
10.2 Stormwater Pollution Prevention Plan (SWPPP)	4	24				4	4								16	64		16	24	60				184	\$32,280.00					
11. 60% Design Level PS&E Documents and Draft Design Report (NIC)																									36	\$4,240.00				
11.1 60% PS&E	40	60				24							24	40													426	\$47,108.00		
11.2 60% Electrical, Landscaping, and Irrigation PS&E			40																						188	\$20,972.00				
11.3 Draft Project Design Report and Draft SWPPP	24	16																							40	\$5,400.00				
11.4 Additional Plans and Details	8	8				16																			60	\$7,170.00				
11.5 NEPA/CEQA Mitigation Design Requirements	4																							92	\$8,820.00					
11.6 Plan Proof Field Visit	6																							4	\$560.00					
11.7 60% Engineer's Estimate	2		2																						12	\$1,458.00				
12. 90% PS&E (NIC)																									30	\$2,728.00				
12.1 and 12.2 90% PS&E	32	40	8				24							16	24													0	\$24,924.00	
12.3 90% Design Report	24	8				4	8							8	8														\$6,968.00	
12.4 90% Engineer's Estimate	4																										\$1,596.00			
13. 100% Bid Documents (NIC)																											\$18,836.00			
13.1 100% Admin Plans and Specifications	24	24	4				16	2							20	16														\$11,878.00
13.2 100% Engineer's Estimate	4																										\$1,234.00			
13.3 100% Final PS&E	16	16				8							4	4														\$5,724.00		
14. Bid Assistance (NIC)																											\$4,564.00			
14.1 Provide responses to bidder's questions	16	4	4				4							4	4														\$4,564.00	
15. Construction Engineering (CE)(NIC)																											\$10,308.00			
15.1 RFI Responses	24																										\$4,534.00			
15.2 Update plans and specifications and prepare CCOs	32																										\$5,774.00			
LABOR TOTALS	524	314	88	10	70	134	106	42	226	16	152	387	404	24	128	272	28	80	248	300	112	15	360							
TOTAL TASKS 8-15 (NIC)																											\$211,102.00			
Lynn Barnett, Appraiser																													\$2,800.00	
Survey (Insite Land Surveys)																													\$8,000.00	
Mileage/Travel																													\$3,000.00	
Potholing Contractor (\$4,000/day for up to 3 days)																													\$12,000.00	
Report & Plan Production Costs																													\$600.00	
DIRECT COST TOTALS																													\$26,400.00	
TOTAL PROJECT COST																											\$582,341.52			



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

## **FUNDING AGREEMENT**

### **KAHLE DITCH RIPARIAN RESTORATION PROJECT**

**NTCD Program:** N/A

**Contractual Parties:** Nevada Tahoe Conservation District (NTCD); Tahoe Beach Club (TBC)

**Contract Amount:** \$98,000

**Effective Dates:** March 19, 2019 – December 31, 2019

**Project Summary:** The Kahle Ditch Restoration Project (Project) will decommission approximately 2,500 linear feet of straight line ditch at the end of Kahle Drive and restore the area to match the surrounding Rabe Meadow. The Project will design, permit, and provide construction oversight for restoration and improvements to the Kahle ditch located on Tahoe Beach Club and US Forest Service property within the Burke Creek Watershed in Stateline, NV. The project will reduce the input of sediment, nutrients, and other urban stormwater pollutants flowing from Kahle Drive and the upstream catchment into both Burke Creek and Lake Tahoe. The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) "Burke Creek Watershed Stormwater Improvements" with a Tahoe Regional Planning Agency EIP number 01.01.01.0115. The TBC has agreed to pay for the upper 60% of the project as 80% of the work is on TBC land and they have a vested interest in the Project being completed.

**Objectives:**

1. Restore nearly 0.6 acres of Rabe Meadow by decommissioning a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff and improving the riparian health of Burke Creek

**SUBCONTRACT FOR SERVICES**  
**BETWEEN**  
**TAHOE BEACH CLUB, LLC (TBC)**  
**AND**  
**THE NEVADA TAHOE CONSERVATION DISTRICT (NTCD)**

**TBC Primary Contact:** Andrew Strain  
(775)588-1101 x1021  
[astrain@tbcdevelopment.com](mailto:astrain@tbcdevelopment.com)  
PO Box 5536  
Stateline, NV 89449

**NTCD Primary Contact:** Meghan Kelly  
(775) 586-1610 x30  
**[mkelly@ntcd.org](mailto:mkelly@ntcd.org)**  
PO Box 915  
400 Dorla Ct.  
Zephyr Cove, NV 89448



## SUBCONTRACT SERVICES AGREEMENT

### Kahle Ditch Riparian Restoration Project

THIS SUBCONTRACT SERVICES AGREEMENT (hereinafter the "Agreement") will be enforceable when signed and dated, (the "Effective Date") by and between the **Tahoe Beach Club, LLC** (hereinafter "TBC") and the **Nevada Tahoe Conservation District** (hereinafter "NTCD"). TBC and NTCD are sometimes hereinafter individually referred to as the "Party" and hereinafter collectively referred to as the "Parties."

### RECITALS

- A. NTCD desires to perform and assume responsibility and obligations for the services (the "Services") described in Exhibit A attached hereto and incorporated herein (the "Scope and Budget") in connection with the Kahle Ditch Riparian Restoration Project (the "Project") on the terms and conditions set forth herein.
- B. TBC desires to contract for the Services as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TBC and NTCD agree as follows:

### OPERATIVE PROVISIONS

#### SECTION I ENGAGEMENT AND SERVICES OF NTCD

- 1. Engagement of NTCD TBC hereby engages NTCD, subject to the terms and conditions set forth in this Agreement, to perform the Services.
- 2. Performance of NTCD NTCD accepts the relationship of trust and confidence established between TBC and NTCD by the terms of this Agreement. NTCD covenants with TBC to furnish its best skill, judgment and efforts and to cooperate with TBC, any other contractors engaged by TBC in the performance of the Services, and any regulatory agency with jurisdiction over the Project.
- 3. NTCD Personnel. NTCD shall provide adequate and experienced administrative and management personnel to perform the services.
- 4. NTCD's Responsibilities for Costs and Expenses. NTCD shall be responsible for all costs and expenses incurred relative to NTCD, personnel of NTCD and subcontractors of NTCD, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

## SECTION II RESPONSIBILITIES OF NTCD

1. Cooperation/Project Administrator. NTCD shall work closely and cooperate fully with TBC's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. This Agreement will be administered by the Project Administrator. The Project Administrator, or his/her designee, shall be the principal officer of the TBC, for liaison with NTCD, and shall review and give approval to the details of the Services as they are performed.

The TBC designates **Andrew Strain** as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to NTCD.

2. Project Coordinator. NTCD shall designate and assign a project coordinator ("Project Coordinator"), who shall coordinate all phases of the Services. The Project Coordinator shall be available to NTCD at all reasonable times.

NTCD designates **Meghan Kelly** to be its Project Coordinator.

3. Time of Performance. The Services to be performed by NTCD under and pursuant to this Agreement shall be conducted in accordance with the time tables contained in the Scope and Budget).
4. Report Materials. At the completion of the Services, NTCD shall deliver to TBC all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by NTCD.

All materials shall be submitted to TBC in electronic formats. Allowable electronic formats include 1) Microsoft Office applications, 2) Adobe applications, 3) AutoCAD applications, 4) and / or ESRI ArcGIS 9.x applications. The selection of the appropriate file type will be determined at the sole discretion of the Project Administrator.

5. Rights in Data. Nothing in this Agreement shall be construed to limit the right of NTCD faculty, students, or staff to publish data generated by NTCD under this Agreement in the form of scholarly articles in academic journals or to use such data in pursuit of other scholarly activities. NTCD shall notify the Project Administrator of any intents to publish the data and TBC contributions shall be included in such published data at the discretion of the Project Administrator and Project Coordinator.
6. TBC Policy. NTCD shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points.
7. Progress. NTCD is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or relative to this Agreement.
8. Scheduling. NTCD shall generally have no obligation to work any particular schedule. NTCD will coordinate with TBC in achieving the results sought under the terms of this Agreement.

9. Insurance. NTCD is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.
10. Indemnification. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for the injury or damages arising out of or in connection with this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

### **SECTION III RESPONSIBILITIES OF TBC**

1. Compensation. In consideration of the performance by NTCD of the Services, the TBC shall pay to NTCD the fees set forth in the Scope and Budget.
2. Extra Work. NTCD shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by TBC prior to the commencement of the extra work. TBC shall pay NTCD for extra work in accordance with the fee schedule set forth in the Scope and Budget.
3. Payment of Compensation. NTCD shall invoice TBC on a monthly basis. Each invoice will be itemized. Each invoice shall show the number of hours worked per person and the nature of the work performed. TBC shall make payments to NTCD within thirty (30) days of receipt of an invoice, unless TBC disputes the amount of the compensation NTCD claims it is owed under this Agreement.
4. Failure to Pay. If payment has not been received by NTCD 90 days after the original invoice date, NTCD may cease all work on the Project and remove any equipment pertaining to the Project that belongs to NTCD provided that a 48-hour advance notice has been sent as indicated under Section V, General Provisions, Paragraph 4, Notices. Upon payment in full of all invoices, NTCD may at its sole discretion, decline further work on this Project or retain the right to continue work. A new time frame for completion may need to be negotiated at that time depending on the period of payment default.

### **SECTION IV TERMINATION**

1. Events of Default. Each of the following events shall constitute an "Event of Default":
  - A. NTCD shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by NTCD, of such failure to continue uncured for thirty (30) calendar days after the TBC gives NTCD notice of any failure and specified the nature of such failure.
  - B. NTCD shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.

2. Termination upon Event of Default. Upon a termination of this Agreement upon an Event of Default, TBC shall pay to NTCD the part of the compensation which would otherwise be payable to NTCD with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the compensation.

## **SECTION V GENERAL PROVISIONS**

1. Nondiscrimination by NTCD. NTCD represents and agrees that NTCD, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, NTCD, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. Subcontractor. NTCD shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of TBC. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
3. Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppels, or otherwise.
4. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To TBC:

**Tahoe Beach Club, LLC  
Attn: Andrew Strain  
P.O. Box 5536  
Stateline, NV 89449**

To NTCD:

**Nevada Tahoe Conservation District  
Attn: Meghan Kelly  
P.O. Box 915  
Zephyr Cove, NV 89448**

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

5. Authority to Enter Agreement. NTCD warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

NTCD also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada and will continue to be so during the term of this Agreement.

6. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
7. Reasonable Efforts. NTCD will use reasonable efforts in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
8. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
9. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
10. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
11. Entire Agreement. This Agreement contains the entire agreement of the NTCD and TBC and supersedes any prior or written statements or agreements between the NTCD and TBC pertaining to this project. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
12. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
13. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
14. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
15. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
16. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such

additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

17. Survival. The obligations of NTCD under this agreement, including without limitation, the obligations set forth in Section II, Paragraph 9 (Insurance) and Section II, Paragraph 10 (Indemnification), as they relate to the Services, shall survive the termination of expiration of this Agreement.
18. Incorporation of Recitals and Exhibits.
  - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
  - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
19. References. All references to NTCD shall include all personnel, employees, agents and subcontractors of NTCD.
20. Expenditure Rules. The funding source for this contract is state and all applicable state regulations and requirements of apply.
21. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). NTCD shall be responsible to ensure that no funds NTCD receives from TBC are paid to any employee or subcontractor in violation of this Act.
22. Cancellation. This Agreement may be canceled by TBC upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by TBC, NTCD shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by NTCD, in which case NTCD shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

In the event of cancellation initiated by NTCD, NTCD shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

Tahoe Beach Club:

NTCD:

By: \_\_\_\_\_  
Patrick Rhamey, \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Spencer Plumb, \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Glen Smith  
Board of Supervisors, President

Date: \_\_\_\_\_

### PROJECT DESCRIPTION

The Kahle Ditch Restoration Project (Project) will decommission approximately 2,500 linear feet of straight line ditch at the end of Kahle Drive and restore the area to match the surrounding Rabe Meadow. The Project will design, permit, and provide construction oversight for restoration and improvements to the Kahle ditch located on Tahoe Beach Club and US Forest Service property within the Burke Creek Watershed in Stateline, NV. The project will reduce the input of sediment, nutrients, and other urban stormwater pollutants flowing from Kahle Drive and the upstream catchment into both Burke Creek and Lake Tahoe. The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) "Burke Creek Watershed Stormwater Improvements" with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

#### Objectives:

1. Restore nearly 0.6 acres of Rabe Meadow by decommissioning a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff and improving the riparian health of Burke Creek.

### TASKS WITH DELIVERABLES AND PRODUCTS

#### **Task 1: Project Management and Coordination**

Nevada Tahoe Conservation District (NTCD) will facilitate all pertinent project-oriented meetings with funding agencies, regulators, and stakeholders. Meetings and communication will include regular project management meetings and correspondence as well as communication with the Tahoe Beach Club (TBC), the US Forest Service (USFS), and any other stakeholders that could provide benefits to the project design and implementation.

During the course of this contract, NTCD will conduct meetings, prepare agendas, and prepare presentations as necessary to implement the Project. NTCD will schedule, set up, and conduct the meetings, prepare minutes, and distribute the minutes to the attendees. Copies of materials will be provided to TBC electronically. All minutes shall be reviewed by TBC and other present stakeholders before being finalized.

TBC will be invoiced monthly by NTCD for time and expenses incurred.

#### *Deliverables:*

1. Electronic copies of agendas, presentations and meeting minutes.
2. Monthly Invoicing

#### **Task 2: Existing Conditions Analysis**

NTCD will review existing data, documents, and maps for the project provided by Welsh Hagen. It is assumed that no major utility conflicts are in the project area. Welsh Hagen will provide any existing groundwater data,



## Exhibit A: Kahle Ditch Restoration Project: Scope and Budget

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previous HEC-RAS models, supplemental survey, and property boundaries. In addition to analysis of existing conditions, NTCD will perform preliminary hydrologic analysis and provide current aerials to Welsh Hagen for the design base map

### Prepare Project Base Map

Welsh Hagen will prepare the project base map with input from NTCD.

### Preliminary Hydrology Flows

NTCD will complete preliminary hydrology of the area for onsite and offsite runoff utilizing HEC-RAS software to the level required to support the development of the design and permitting.

### *Deliverables:*

1. Digital base map to be provided with design drawings in AutoCAD format
2. Preliminary flows including all backup data and computations to be included in Design Report.

## **Task 3: Permitting**

NTCD will coordinate with the USFS to determine a collection agreement for USFS specialists to do any necessary studies and review of existing studies necessary for NEPA compliance in the area. NTCD will review existing EIS for the TBC development and provide pertinent information to USFS specialists as needed. Because the area has been highly surveyed over the past decade and the Project is a restoration with minimal negative impacts, additional studies should be minimal, but the cost of the USFS collection agreement is unknown at this time. Assumption for this cost was inserted as a placeholder based on the cost for a similar agreement for the Kahle Water Quality Implementation Project. Unless otherwise noted, final permit closeout will be the responsibility of the TBC or its selected construction contractor. It is assumed that successful delivery of each project permit will include two submittals (initial application and final application including project figures with all regulatory agency comments addressed) along with one in person meeting. The following permits will be applied for and obtained for the Project by NTCD.

### USFS Special Use

Proposed work on a USFS parcel requires a Special Use Permit (SUP). NTCD will apply for and obtain this permit.

### NEPA

NTCD complete the NEPA process through a collection agreement with USFS.

### USACE

NTCD will obtain a nationwide permit from USACE to complete the Project.

### TRPA

## Exhibit A: Kahle Ditch Restoration Project: Scope and Budget

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NTCD will prepare and submit an initial environmental checklist and an Environmental Improvement Permit application. Because of the nature of this project, it is assumed that a TRPA land capability verification will not need to be completed. If required, a scope amendment would be necessary.

### NDEP

NTCD assumes it will need a Working in Waterways permit from NDEP as well as a project SWPPP. NTCD will apply for and obtain all NDEP permits.

### Douglas County Site Improvement

The existing Tahoe Beach Club Douglas County Site Improvement permit will be amended and NTCD will provide the information necessary for this amendment. A placeholder cost for the fee for this amendment is \$5,000. The construction contractor will need to pick up the permit from Douglas County.

### LOMR/CLOMR

NTCD will prepare the necessary LOMR/CLOMR documentation as required by Douglas County for the Site Improvement Permit.

### *Deliverables:*

1. USFS Special Use Permit
2. USACE Nationwide Permit
3. TRPA Land Capability Verification.
4. TRPA Grading Permit (acknowledged)
5. Douglas County Site Improvement Permit Amendment
6. LOMR/CLOMR

## **Task 4: 50 Percent (50%) Plans, Specification Outline, Estimate and Draft Dewatering Plan**

Welsh Hagen will develop the 50% plans for the preferred alternative with NTCD engineering review. Design sets will include the following items to meet permit requirements:

- ◆ General Sheets (Title, Drawing indices – Notes, Abbreviations & Legend, Vicinity and Location Maps)
- ◆ Civil Sheets (Sheets shall show revegetation, grading, limited profiles, and improvements)
- ◆ Detail Sheets (Individual design features including erosion control)

The standard specifications referenced for this project will be the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction item, consistent with Douglas County regulations. An outline of proposed specification sections (special provisions) will be completed as well as a draft dewatering plan. The draft dewatering plan will be used to obtain permits and a finalized version will be included in the final specifications and construction contract documents.

## **Exhibit A: Kahle Ditch Restoration Project: Scope and Budget**

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NTCD and Welsh Hagen will prepare the construction cost estimate (engineer's opinion of probable cost) on the basis of a quantity estimate taken from the 50% plans. The basis for unit costs will be the most recent bid documents from NTCD projects as well as TBC unit costs for existing on-site contractors.

NTCD shall submit the draft 50% plans to TBC and the USFS for review and comment two weeks prior to permit/ agency submittal. NTCD shall incorporate and/or address all comments, changes, and/or corrections obtained from the review into the plans. If the comments are not incorporated, the NTCD will address why the comments were not incorporated.

With input from TBC, the NTCD will coordinate and facilitate one (1) 50% design meeting with regulatory agencies and stakeholders. Scheduling, agenda, presentation, and minutes for the 50% design meeting will be the responsibility of NTCD. NTCD will collect regulatory and stakeholder comments and incorporate into the next iteration of design.

### *Deliverables:*

(all deliverables in electronic format unless otherwise specified)

1. Draft 50% plans, specification outline, estimate and draft dewatering plan for TBC and USFS review.
2. 50% plans for all agency review
3. Specification outline
4. Draft dewatering plan
5. 50% construction cost estimate

### **Task 5: Draft and Final PS&E, Design Report, and draft SWPPP**

NTCD will develop a complete set of final construction documents based on all received 90% design level comments. The final contract documents shall consist of a final project set of drawings, the final design report, specifications (special provisions) including final dewatering plan, and engineer's cost estimate. Standard contract documents (front ends) will be provided by TBC.

NTCD will also provide a draft SWPPP for use by the construction contractor.

### *Deliverables:*

1. An electronic copy of the construction document package (plans and special provisions) complete for construction bidding purposes shall be provided. Plan sheets shall be provided in AutoCAD and pdf format. The electronic copy of the special provision, estimate, and final design report shall be in PDF format unless otherwise requested. The draft SWPPP will be provided in word format

### **Task 6: Bidding Services**

NTCD and Welsh Hagen will not be directly involved in the bidding process or hiring of the construction contractor. TBC will perform all bidding services include advertisement, distribution of plan sets, bid if

## **Exhibit A: Kahle Ditch Restoration Project: Scope and Budget**

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applicable, review and tabulation of bids if applicable, award, and notice to proceed. NTCD shall prepare addenda if necessary and respond to bidder's requests for information via TBC.

### *Deliverables:*

1. Prepare addendums (if needed); distributed by TBC
2. Response to bidder request for information via TBC (if needed).

### **Task 7 - Construction Management and Inspection Services**

This task includes construction management, construction staking, and inspection services. It is assumed that the project will be implemented as one project constructed during a single construction season. It is assumed that the construction contractor will be responsible for all materials testing and applicable permit close outs.

NTCD shall perform the following tasks prior to construction: schedule preconstruction meeting, invite attendees, and prepare agenda, schedule TRPA pre-grade meeting, and review submittals. Welsh Hagen will provide construction staking. NTCD will perform any revegetation staking or field layout.

NTCD and Welsh Hagen shall perform the following construction management tasks during construction: daily inspection and daily inspection reports, monitor work for conformance with plans and specs, take construction photographs, maintain field mark-ups for as-built drawings, review material testing reports, and prepare punch lists, coordinate construction activities between the Contractor, TBC, and any other agency, schedule and coordinate site meetings if necessary, review and provide recommendations on Contractor's construction schedule and work progress, review and approve Contractor pay requests, review requests for change orders, and prepare change order. NTCD and Welsh Hagen shall provide recommendations for construction changes due to field conditions.

NTCD shall perform the following tasks post-construction: perform final walk through with TBC, USFS, TRPA, NDEP, Douglas County and construction contractor, provide water quality data and photographic report to NDEP, and prepare draft and coordinate notice of completion. NTCD and Welsh Hagen will prepare as-builts and provide an electronic copy to interested parties including Beach Club, Douglas County, and USFS. NTCD will also close out the LOMR/CLOMR permit per Task 3. It will be the construction contractor's responsibility for final closeout of the TRPA, NDEP, and Douglas County permits.

### *Deliverables:*

1. Responses to Submittals and RFI
2. Change order documentation
3. Daily inspection reports
4. Notice of Completion
5. NDEP Final Report
6. Record drawings (electronic copy)

SCHEDULE

Table 1 below lists tasks and deliverables. Contract execution delays that would push the project start may cause difficulties in implementing the project on a 2019 construction schedule.

**Table 1. Tasks and Schedule**

Tasks	Schedule
<b>Task 1: Project Management</b>	
Partner Coordination	Ongoing
<b>Task 2: Existing Conditions</b>	
	February-March 2019
Reconnaissance	
Basemap	
Preliminary Hydrology	
<b>Task 3: Permitting</b>	
	March-October 2019
USACE	
USFS Special Use/NEPA	
TRPA Grading	
NDEP	
Douglas County Site Improvement	
CLOMR/LOMR	
<b>Task 4: 50% Design</b>	April 2019
<b>Task 5: Draft Design</b>	May 2019
<b>Task 5: Final Design</b>	June 2019
<b>Task 6: Bidding Services</b>	June 2019
<b>Task 7: Construction Management</b>	July-October 2019

**IV. BUDGET**

The total expected project cost is \$98,000 to complete the major tasks as outlined above. Table 2 below lists costs by task. One of the largest cost factors is the CLOMR/LOMR process through FEMA which adds roughly \$10,000 to the cost as working with this federal agency and their contractors can be extremely time consuming. Additionally, the permitting task (3), has a \$12,000 cost through a collection agreement expected for US Forest Service specialists to update environmental documents related to the area and issue a Special Use Permit. The cost of permitting also includes \$5,000 for an amendment to the Douglas County Site Improvement Permit. These permit costs are not final and must be provided by the US Forest Service and the County. NTCD will only charge on a time and materials basis and also utilize value engineering to maximize project value and reduce costs.

**Table 2. Summary Cost Estimate Per Task.**

<b>Task</b>	<b>Sub-Total</b>
1. Project Management	\$3,900
2. Existing Conditions and Concept	\$4,500
3. Permitting	\$49,500
4. 50% Design	\$13,200
5. Final Design	\$11,000
6. Bidding Services	\$1,700
7. Construction Management	\$14,200
<b>Total</b>	<b>\$98,000</b>