MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Review, discuss and possibly authorize an amended cost share funding agreement with the State of Nevada – Division of Environmental Protection (NDEP) to provide assistance and funding of up to an additional $65,000 for the Incline Creek Restoration Project – Upstream of SR-28

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: May 14, 2019

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize an amendment to the cost share funding agreement with the State of Nevada – Division of Environmental Protection (NDEP) to provide assistance and funding of up to an additional $65,000 for the Incline Creek Restoration Project – Upstream of SR-28.

2. Authorize Staff to execute the amendment.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
• The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

III. BACKGROUND

The District has a long history of partnering to restore the creeks in Incline Village with the goals of reducing bank erosion, improving lake clarity, creating fish habitat, and improving fish passage. Restoration work on the District owned portions of Third and Incline Creeks has long been identified as an Environmental Improvement Project with the Tahoe Regional Planning Agency (TRPA) again with the goals of restoring the stream environment zone and improving fish passage on both creeks.

During completion of the fifth phase of restoration work on Incline Creek in 2015, Staff from IVGID and State of Nevada – Division of State Lands (NDSL) identified an opportunity to continue the successful work to restore the valuable aquatic habitat in Incline Village and address a piece of failing District infrastructure. Between the fourteenth and fifteenth holes on the Championship Golf Course the District maintains a crossing to facilitate customers as well as maintenance staff and equipment movement across Incline Creek. This crossing consists of an earthen fill with two corrugated metal pipe culverts to allow creek flow passage. The outfalls of the culverts are perched above the flow line of the creek which prevents fish passage and there is substantial bank erosion occurring. The culverts themselves have become undermined and are showing deterioration.

At the May 18, 2016 meeting, the Board of Trustees voted to authorize a cost sharing agreement with the NDSL to replace the failing culverts, install a new bridge consistent with the others constructed during the multiple phases of restoration projects, restore stream banks and fish habitat in the vicinity of the culvert, and restore fish passage to upstream habitat. This project included preparation of project plans and specifications, completion of the necessary environmental documentation and permitting. The total anticipated cost to complete this project was $170,000. The District was awarded an $114,207 grant by the NDSL via the Lake Tahoe License Plate (LTLP) Program.

During the design of the project, District Staff identified and pursued additional grants to ensure adequate funding was secured to address the project goals of restoring the function and processes of Incline Creek, while providing a buffer against the escalating construction costs seen in the current bidding environment.
Review, discuss and possibly authorize an amended cost share funding agreement with the State of Nevada – Division of Environmental Protection (NDEP) to provide assistance and funding of up to an additional $65,000 for the Incline Creek Restoration Project – Upstream of SR-28

In October 2017 the District was awarded a 319(h) grant through the State of Nevada – Division of Environmental Protection (NDEP) in the amount of $114,000. This grant requires a 50/50 match of funding. The NDSL/LTLP grant, when coupled with the previously allocated District funds, will provide the necessary 50/50 match requirement.

At the February 21, 2018 Board of Trustees meeting, the Board of Trustees authorized a cost share funding agreement with NDEP via the 319(h) Grant Program to provide assistance and funding of $114,000 for the design and construction of culvert removal, bridge installation, and creek restoration on Incline Creek at the Championship Golf Course, also known as the Incline Creek Restoration Project – Upstream of SR 28. That agreement follows this memo.

The Incline Creek Restoration Project Construction Contract award is included in this Board Packet under a separate agenda item. The memo for that Agenda item has identified a $163,000 budget shortfall to complete the construction phase of the project. The District does not have designated CIP funding to complete the construction phase of the project.

District staff immediately reached out to our Project Partners to request additional support for this important Environmental Improvement Project. NDSL and NDEP both immediately stated their desire to complete this project and were able to identify additional sources of funding. The additional cost sharing is shown in the following table to meet the needed project shortfall of $163,305. This preserves the cost sharing percentage for all three project partners. The District is currently contributing approximately 20% of the project costs.

<table>
<thead>
<tr>
<th>Project Partner</th>
<th>Funding Commitment</th>
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<tbody>
<tr>
<td>NDEP</td>
<td>$65,000</td>
</tr>
<tr>
<td>NDSL</td>
<td>$65,000</td>
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<tr>
<td>District</td>
<td>$32,468</td>
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<tr>
<td><strong>Total Funding Commitment</strong></td>
<td><strong>$162,468</strong></td>
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NDEP has submitted a letter requesting that $65,000 in funds be transferred from an existing 2018 Nonpoint Source Pollution 319(h) Grant that was made available for the District’s Burnt Cedar Water Quality Improvement Project. The District has applied and not received additional grant funding to allow that project to go proceed. District staff agrees that transferring these funds to this shovel ready project will further the goals of the Environmental Improvement Program at Lake
Tahoe and Staff supports this recommendation to transfer funds. The letter from NDEP follows this memo.

IV. BID RESULTS

Not applicable.

V. FINANCIAL IMPACT AND BUDGET

At the February 21, 2018 Board of Trustees meeting, the Board of Trustees authorized a cost share funding agreement with the State of Nevada – Division of Environmental Protection (NDEP) via the 319(h) Grant Program to provide assistance and funding of $114,000 for the design and construction of culvert removal, bridge installation, and creek restoration on Incline Creek at the Championship Golf Course.

The transfer of $65,000 from the Burnt Cedar Water Quality Improvement Project to the Incline Creek Restoration Project – Upstream of SR-28 will increase the amended funding agreement to $179,000. All funds are part of the Nonpoint Source Pollution 319(h) Grant Funding Program.

VI. ALTERNATIVES

None proposed.

VII. COMMENTS

None at this time.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.
May 13, 2019

Mr. Joseph J. Pomroy P.E.
Director of Public Works
Incline Village General Improvement District
1220 Sweetwater Rd
Incline Village, NV

Dear Mr. Pomroy,

This letter is in response to your inquiry regarding additional funding to complete the Incline Creek Phase V Restoration Project, for which construction bids came back $163,000 over available funding remaining for the project. I am happy to report that the Nevada Division of Environmental Protection (NDEP) is able to provide an additional $65,000 for this purpose. It is my understanding that Nevada Division of State Lands (NDSL) and the Incline Village General Improvement District will contribute an additional $65,000 and $33,000, respectively, for this project.

NDEP funds will be redirected from the Burnt Cedar water quality improvement project, which was earmarked for 2018 Nonpoint Source Pollution §319(h) Grant funding. The original amount earmarked for the Burnt Cedar project was $81,500, leaving $16,500 available to the project. IVGID may apply for supplemental project funding through the 2019 grant round, for which the request for proposals will be released this summer.

Note that existing subgrant DEPS 18-014 must be amended to add these additional monies to the agreement. Please email me a revised budget at your earliest convenience. At that time, we will update the subgrant agreement and send to you for signature.

Sincerely,

Jason Kuchnicki
Lake Tahoe Watershed Branch Supervisor
March 27, 2018

Charley Miller
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89421

Re: Incline Creek Restoration Project
Sub-grant agreement # DEPS 18-014

Dear Charlie,

Please find enclosed the fully executed sub-grant agreement between the Incline Village General Improvement District and the Nevada Division of Environmental Protection as referenced above.

The total amount of the sub-grant is $114,000.00 with match amount of $152,276.00. The sub-grant is effective on March 23, 2018 and will expire on October 31, 2019.

This letter also serves as the BWQP official “Notice to Proceed” on the scope of work tasks for the project identified above with an effective date of March 23, 2018. All approved work performed in accordance with the sub-grant during the sub-grant period is eligible for payment.

Should you have any questions, please do not hesitate to contact Ed Skudlarek at 775-687-9451 or myself at 775-687-9444 or via email at mhielke@ndep.nv.gov.

Best Regards,

Marjorie Hielke
Contract Manager

Enclosures: One fully executed original sub-grant agreement

cc: Ed Skudlarek, Project Coordinator
Stephanie Wilson, EPA
Contract Manager File
SUB-GRANT AGREEMENT

A Sub-grant awarded by:

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

and awarded to Sub-grantee:

Incline Village General Improvement District
1220 Sweetwater Road Incline Village, NV 89451
Phone (775) 832-1372
hereinafter the "Sub-grantee"

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

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

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

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

ATTACHMENT: SCOPE OF WORK (consisting of 9 pages)
ATTACHMENT: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)
ATTACHMENT: THIRD PARTY MATCH (consisting of 1 page)
7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost of $N/A per $N/A with the total Sub-grant or installments payable quarterly, not exceeding $114,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Sub-grant term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.
   a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
   b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General’s Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
   c. Period of Retention. All books, records, reports, and statements relevant to this Sub-grant must be retained a minimum three years from the date of final payment by the State to the Public Agency, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

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

13. INDEMNIFICATION.
   a. To the fullest extent of limited liability as set forth in paragraph (11) of this Sub-grant, each party shall indemnify, hold harmless and defend, not excluding the other’s right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys’ fees and costs, arising out of any alleged negligent or
willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT AND MODIFICATION. This Sub-grant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Sub-grant specifically displays a mutual intent to amend a particular part of this Sub-grant, general conflicts in language between any such attachment and this Sub-grant shall be construed consistent with the terms of this Sub-grant. Unless otherwise expressly authorized by the terms of
this Sub-grant, no modification or amendment to this Sub-grant shall be binding upon the parties
unless the same is in writing and signed by the respective parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Sub-grant to be signed and
intend to be legally bound thereby.

SUB-GRANTEE
By:  
Signature
Name:  
Title:  Chairman, NG10  Date:  3/13/2018
Board of Trustees

DIVISION
By:  
Signature
Name:  Greg Lovato  Date:  3/23/18
Title:  Administrator
Scope of Work
And
Budget Attachment
ATTACHMENT “A”

WORK PLAN

A. COVER PAGE

**Project Title:** Incline Creek Restoration Project - above SR 28

**Lead Agency:** Incline Village General Improvement District (IVGID)

**Primary Contact:** Charley Miller  
1220 Sweetwater Road  
Incline Village, NV 89451  
Charley_miller@ivgid.org  
Ph: (775) 832-1372

**NDEP Contract Coordinator**  
Ed Skudlarek  
901 S. Stewart St., Suite 4001  
Carson City, NV 89701  
skudlarek@ndep.nv.gov  
Ph: (775) 687-9451

**Project Location:** Lake Tahoe, HUC 16050101

**Project Summary:** The project will implement stream restoration and enhancement measures to improve water quality, mitigate existing and future fine sediment generation, enhance riparian community and SEZ fluctuations, and improve fish passage in Incline Creek. Project will implement stream bank stabilization methods to prevent future erosion and sediment transport within the waterway.

**Duration:** NDEP Approval Date to October 2019

**Fiscal Summary:**  
- Total Project Cost: $266,276  
- NDEP 319(h): $114,000  
- Match - NDSL LT License Plate: $114,207  
- Match - IVGID: $38,069

**Project Partners:**  
- Nevada Division of State Lands  
- Nevada Division of Environmental Protection  
- US Army Corps of Engineers  
- Tahoe Regional Planning Agency
B. SCOPE OF WORK

1. Background

The Project is considered an extension of Phase V of the Third and Incline Creek Restoration Project and extends the restoration of Phase V upstream (Figure A – Location Map). These drainages have been designated as a “high priority” by the Tahoe Regional Planning Agency’s (TRPA) Lake Tahoe Environmental Improvement Program (EIP #562). The Lake Tahoe EIP (#562) identifies SEZ restoration and sediment source reduction as being goals.

2. Project Description, Goals and Objectives

The goal of this particular Incline Creek Restoration Project is to improve water quality and reduce non-point source pollution through implementation of stream stabilization techniques. The project will protect and enhance water quality by: installation of temporary dewatering bypass during construction; upstream rock stabilization of the channel; removal of a degraded culvert and installation of a single span pedestrian bridge; and revegetation/riparian enhancement to improve stability of eroded banks.

The lower portions of the watersheds near the project area are densely urbanized and include a mix of residential and commercial development. Within the project area between SR 28 and upstream from the Incline Creek path crossing there are several areas where the streambanks are unstable and would fail if untreated. In addition, the presence of the adjacent recreation facilities in this area, with limited riparian vegetation on the streambanks, has resulted in erosion along the stream corridor and limited vegetative cover for fish. Restoration of SEZ areas between SR28 to a point approximately 80’ upstream from the path crossing is needed to improve fish habitat and productivity, reduce sedimentation, and enhance wildlife habitat. Within the Project area, the existing culvert is grossly undersized and lacks an open bottom channel. This existing culvert on Incline Creek impedes adult and juvenile fish passage and limit their use of aquatic habitat due to depth and leap barriers. Culvert replacement is required to more effectively improve fish habitat and passage which is restricted due to the culvert size and condition and lack of an open bottom channel.

Objectives and target specific construction tasks:

1. Restoration of hydraulic function to impacted areas of Incline Creek including improved flood conveyance during large storms.
   Achieved through removal and replacement of the existing grossly undersized and severely damaged dual arch 22” High x 36” Wide culverts with an open bottom path bridge.

2. Reduction of erosion rates of banks in Incline Creek.
   Achieved through more stable hydrologic regime as provided by the proposed open bottom bridge, expanded channel with flatter side slopes, and vegetation establishment.

3. Improvement of stream-side and in-stream fish habitat.
   Achieved through re-grading, rock step pool structures, and revegetation.
4. Improved habitat quality and riparian corridor for wildlife use. Achieved through planting of rose, currant, and other vegetation to reduce human disturbance and provide a riparian corridor for wildlife use.

5. Improvement of fish habitat and connectivity with the downstream reaches of Incline Creek. Achieved through "tying-into" and continuing upstream from the recently completed Phase 5 project efforts.

6. Improvement of fish passage to allow for fish access to portions of Incline Creek upstream from SR28. Achieved through improvement to fish passage conditions through replacement of the existing severely damaged dual arch 22" high x 36" wide culverts with an open bottom bridge and re-grading and stabilization of the channel thalweg to eliminate the nearly 3-foot drop which prohibits fish passage.

7. General improvement of in-stream and lake water quality by reduction of erosion fine sediment transport through Incline Creeks. Achieved by providing a more stable channel through regrading to remove inconsistency in channel width, culvert removal, and bank stabilization through revegetation and cobble protection.

8. Restoration of low-flow channels within and downstream of existing blockage features in Incline Creek to improve fish passage and habitat. Achieved through carefully designated rock step pool structures.

3. Tasks

At the time of contract execution, the Design Plans are at a 75% level. Cultural surveys have been completed. The Sierra Nevada Yellow Legged Frogs have been surveyed. Both the Cultural survey and SNYLF surveys are required for consultation with the Army Corps of Engineers. The plans are currently ready for submittal to the Army Corps of Engineers. Following submittal of the permit plans the technical specification will be prepared with an expected public bid to begin in March with construction in late summer.

Task 1: Project Management and Quality Control—Invoicing, Progress Reports, TAC Meetings, and Quality Control.
This task includes the labor and expenses associated with scheduling, coordination, and quality control services for this work. For activities covered by this scope of work, the Consultant shall work closely with IVDG through the process to meet the goals and objectives of the work assignment. For the purposes of this scope of work, it is assumed the duration of the project will be one year.

Project management will include all efforts associated with budgeting, invoicing, and other such efforts related to the financial aspects of the project. Additionally, this effort will include updates to the project schedule, as necessary, or as directed by the District. In order to assure a smooth process, the Consultant will assign one Project Coordinator to lead these efforts. Quarterly progress reports will be sent to NDEP contract coordinator that will serve as the basis for expense reimbursement.
A Technical Advisory Committee (TAC) comprised of the Consultant, the District, the NDSL, NDEP, the USACE, and the TRPA will be held during the course of the Project to assure proper progress of the Project, review stream restoration and bridge design, permitting considerations, and provide general coordination. For the purposes of this scope and budget, the Consultant will allocate time for approximately four (4) formal meetings for the Project.

For the purposes of this Work Plan, IVGID assumes that there will be a team meeting following the 75% and 90% design stages. Two additional TAC meetings are included in this scope and associated budget to be used as needed. Cardno will coordinate the TAC meetings with the TAC members, develop the agenda, and prepare the minutes for all TAC meetings.

Deliverables: Quarterly invoices; Work Plan; Coordination; TAC meeting agendas and minutes

Task 2: Permitting
The Consultant will develop permit applications and secure all required permits prior to the onset of channel construction activities:

**Tahoe Regional Planning Agency**
- EIP Application (Ongoing)
- Initial Environmental Checklist (Ongoing)
- Grading Permit (Ongoing)
- Development of SWPPP and Dewatering plan (Included in Task 3) (Ongoing)

**Nevada Division of Environmental Protection**
- Temporary Permit for Working in Waterways (Ongoing)
- Section 401 Water Quality Certification Application (Ongoing)

**United States Army Corps of Engineers**
- Nationwide Permit 27 (To be submitted at the end of January)

Deliverables: Final permits from referenced Agencies.

Task 3: Stream Restoration Design, SWPPP, Dewatering Plan, & Inspections
This task involves design of stream restoration and enhancement measures, including rock stabilization and regrading for rock step pools; replacement of existing CMPs with an open channel bridge; temporary stream dewatering bypass design; revegetation plans; and development of a Stormwater Pollution Prevention Plan (SWPPP). Cost estimate also includes routine site inspections by a project engineer. The dewatering plan will be designed utilizing the hydraulic analysis conducted in an earlier phase of work to develop a dewatering plan for the construction of the rehabilitation work within Incline Creek that ties into up- and downstream areas. The hydraulic analysis will be used to develop appropriate BMP's for the duration of the construction period which is anticipated to be approximately 2 months. The dewatering plan will include BMP's to address the upstream interception of Incline Creek to create a dry in-stream work area within the drainage. BMP's will be designed to minimize disturbance to the existing natural features of the outfall and...
allow the flow to re-enter the system with minimal and permissible changes in water quality. Design iterations will be developed at the 75%, 90% and Final phases.

a. Design Plans
Generate 75% design plans with input from TAC, USACE, TRPA, NDEP, NDSL, and IVGID. Develop Engineer's estimates at each design stage to determine costs of selected BMPs at each location. The proposed design documents will be developed to a level of detail sufficient to provide IVGID, USACE, TRPA and TAC with a general overview of the proposed project in order for each reviewing entity to determine if the project can be permitted and/or funded based on each entity's regulations. The plan set will be comprised of no more than a 17 sheet plan set to illustrate the proposed improvements, and associated work, at a 75% level. The plan set shall consist of graphic representations reviewed by Charley Miller, P.E. of IVGID showing all necessary design aspects of the project. The plan set will be used by the appropriate regulatory agencies, funding agencies, and planning departments for permit application review. All drawings shall be black ink on paper to facilitate photocopying.

b. Generate 90% design plans, specification, and engineers' estimate for review and approval. 90% design plans will be based on comments from the TAC on the 75% plans, environmental review process, and the HEC-RAS modeling refinements. The proposed 90% design documents will be developed to a level of detail sufficient to provide the regulatory agencies with final permit applications. Technical specifications will also be prepared that are to be included with the 90% design plans. Specifications will be based on construction activities and BMPs used in the project as they relate to the proposed channel activities. The specifications will be based on Washoe County's Orange book for standard specifications. The 75% design engineers cost estimate will be refined to reflect a 90% design level of detail for the Incline Creek improvements. All of the elements identified in the previous estimate will be included in this estimate, along with any additional changes based on plan/specification modifications and comments received from the TAC.

c. Final Design Package
100% design plans, specifications, and engineers estimate (construction documents) will be refined for review and approval. Resolution of TAC comments received on the 90% design plans, specifications, and engineers estimate, along with permit conditions, will be incorporated into this submittal. No work, or efforts, will commence on this subtask until all permit conditions have been received by all entities having jurisdiction over the project.

Deliverables:
- Stormwater Pollution Prevention Plan
- 75% Design/Dewatering Plan, Basis of Design letter report, outline specifications and cost estimate
- 90% Design/Dewatering Plan, Basis of Design letter report, outline specifications and cost estimate
- Final Design/Dewatering Plan, Final Basis of Design letter report, outline specifications and cost estimate

Incline Creek Restoration Project above SR 28
DEP-S 18-014
Attachment A
Page 5 of 9
Task 4: Bid Support and Construction Inspection

a. Bid Project
   The project will be publically bid.
   Deliverables: Bid Documents

b. Bid Support
   Provide bid support to technical and process questions from potential bidders including issuing any necessary addendums and clarifications.
   Deliverables: Addendums and clarifications as necessary.

c. Award
   Open bids at specified time and place and award construction contract to the best value qualified, responsive bidder. Notice of bid opening will be sent to TAC.
   Deliverables: IVGiD Board will award the construction contract.

d. Construction Oversight
   Provide engineering oversight in coordination with IVGiD for the construction of the project. IVGiD Engineer will visit the site daily and be present at all official construction meetings.
   Deliverables: Successfully constructed project per design plans and specifications. Notify funders of changes that could exceed grant budgets or project term dates.

e. Construction
   Oversee construction of Project to ensure construction per plans and specs.
   Deliverables: Successfully constructed project per design plans and specifications. Daily log sheets of construction activities.

f. As-built Plans
   Generate as-built plans to show change orders and field fitting.
   Deliverables: Engineer stamped as-built plans.
### B. SCHEDULE OF DELIVERABLES AND ASSOCIATED TARGET MEASURES OF SUCCESS

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule or Due Date</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1 Project Management &amp; Quality Control</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Invoicing</td>
<td>Quarterly</td>
<td>Life of project, anticipated 1 year</td>
</tr>
<tr>
<td>1.2 TAC Meetings</td>
<td>4 meetings</td>
<td>Meeting following 75% &amp; 90%. 2 additional as needed</td>
</tr>
<tr>
<td><strong>Task 2 Permitting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Biological, hydrologic, cultural baseline assessments</td>
<td>December 2017</td>
<td>Completed prior to permit application submittals</td>
</tr>
<tr>
<td>2.2 TRPA, NDEP, USACE, County Permit applications</td>
<td>January 2017</td>
<td>Applications submitted by January 2018. Secured by construction</td>
</tr>
<tr>
<td><strong>Task 3 Stream Restoration/Enhancement Design</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 75%, 90%, and 100% Design Plans and Engineer’s estimates</td>
<td>75% January 2018 90% - May 2018 100% - June 2018</td>
<td>TAC comments incorporated</td>
</tr>
<tr>
<td>3.2 SWPPP and Dewatering Plan</td>
<td>December 2017</td>
<td>Prepared, performed per regulation</td>
</tr>
<tr>
<td>3.2 Special Technical Specifications, Final Basis-of-Design Report, Bid Schedule and Final Design Package</td>
<td>June 2018</td>
<td>Engineer stamped</td>
</tr>
<tr>
<td><strong>Task 4 Bid Support, Construction, Inspection</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Bid Project</td>
<td>July 2018</td>
<td>Public bid, Qualified Contractors</td>
</tr>
<tr>
<td>4.2 Bid Support</td>
<td>July 2018</td>
<td></td>
</tr>
<tr>
<td>4.3 Construction Award</td>
<td>August 2018</td>
<td>Notify funders</td>
</tr>
<tr>
<td>4.4 Construction &amp; Oversight/Inspection</td>
<td>August to October 2018</td>
<td>Per design plans</td>
</tr>
<tr>
<td>4.5 Revegetation</td>
<td>May 2019</td>
<td>acceptable timing and per plan</td>
</tr>
<tr>
<td>4.6 As-built plans</td>
<td>November 2018</td>
<td></td>
</tr>
</tbody>
</table>
## C. BUDGET

<table>
<thead>
<tr>
<th>Incline Creek Restoration Project above SR 28</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Category</strong></td>
</tr>
<tr>
<td>IVGID Salaries and Fringe</td>
</tr>
<tr>
<td>IVGID Operating</td>
</tr>
<tr>
<td><strong>Direct Cost SUBTOTAL</strong></td>
</tr>
<tr>
<td>IVGID Overhead &amp; Administration</td>
</tr>
<tr>
<td>Planning/Design - Cardno</td>
</tr>
<tr>
<td>Construction - TBD</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>
A. Map of Project Location

Incline Creek Restoration Project above SR 28
DEP-S 18-014
Attachment A
Page 9 of 9
Additional Agency
Terms & Conditions
Attachment
1. The Nevada Division of Environmental Protection shall pay no more compensation that the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Sub-grantee or by the Sub-grantee’s contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is $77.84 per hour.

2. **NDEP shall only reimburse the Sub-grantee for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the Sub-grant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Sub-grantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Sub-grantee shall provide with each invoice a detailed fiscal summary that includes the approved Sub-grant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Sub-grantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Sub-grant amount.

3. The Sub-grantee shall, as part of its approved scope of work and budget under this Sub-grant, provide third party match funds of not less than: $152,276.00. If match funds are required, the Sub-grantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and the Third party Match Record-Keeping Requirements attachment, which is attached hereto and by this reference is incorporated herein and made part of this Sub-grant.

4. Unless otherwise provided in Scope of work attachment, the Sub-grantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Sub-grant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Sub-grant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Sub-grant. If funds are not received from either source for the specific purposes of this Sub-grant, NDEP is under no obligation to supply funding for this Sub-grant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP’s obligation to make payments under this Sub-grant. Nothing in this Sub-grant shall be construed to provide the Sub-grantee with a right of payment over any other entity. If any payments that are otherwise due to the Sub-grantee under this Sub-grant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Sub-grantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Sub-grant that are not expended by the Sub-grantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Sub-grant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Sub-grantee. The Sub-grantee shall have no claim of any sort to such unexpended funds.

8. The Sub-grantee shall ensure, to the fullest extent possible, that at least the “fair share” percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.
<table>
<thead>
<tr>
<th></th>
<th>MBE/SBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>Services</td>
<td>1%</td>
<td>2%</td>
</tr>
<tr>
<td>Supplies</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

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

a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;

b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;

c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;

d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;

e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;

f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and

g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

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

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

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

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

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Sub-grant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Sub-grant or after the conclusion of the use of the property for the purposes of this Sub-grant during its term, be returned to NDEP at the Sub-grantee’s expense.
Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Sub-grantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Sub-grant purposes unless otherwise agreed to in writing by NDEP.

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

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

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

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

17. This Sub-grant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Sub-grant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Sub-grant shall be brought in the First Judicial District Court of the State of Nevada. The Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Sub-grant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Sub-grantee and any of its subcontractors shall also comply with the following:
   a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
   b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
   c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
   d. 40 CFR Part 32 - Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
   e. 40 CFR Part 34 - Lobbying Activities;
   f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
   g. The Hotel and Motel Fire Safety Act of 1990.

18. The Sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Sub-grant without the prior written consent of NDEP.
Third Party Match
Record-Keeping Requirements
Attachment
THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS ATTACHMENT
TO CONTRACT/SUB-GRA N T AGREEMENT
CONTROL #DEP S 18-014

THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS

A. If not included in the scope of work / budget attachment of the contract, the Public Agency, Contractor or Sub-grantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.

B. With each invoice, the Public Agency, Contractor or Sub-grantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately.

C. The Public Agency or Independent Contractor shall establish a file dedicated to this contract that includes the following:

1. For any declared in-kind contributions:
   (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc.
   (b) A Fringe Benefit detail and explanation.
   (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
   (d) An itemization of per diem rates, equipment rental/usage rates, etc.
   (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
   (f) Copies (or originals) of logs/schedules for equipment usage.
   (g) Signed statements noting fair market value for in-kind donations of materials or supplies.

2. For any declared cash contributions:
   (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
   (b) An itemization of per diem rates, equipment rental/usage rates, etc.
   (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
   (d) Copies (or originals) of logs/schedules for equipment usage.
   (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.

D. The Public Agency, Contractor or Sub-grantee agrees and acknowledges that:

1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.

2. Third-party match contributions or expenditures must be made within the effective dates of:
   _10/1/2016_ through _9/30/2021_.

3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency, Contractor or Sub-grantee for three years from the date of final payment by NDEP to the Public Agency, Contractor or Sub-grantee, and all other pending matters are closed.

4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.

5. NDEP may, at any time, audit the Public Agency, Contractor or Sub-grantee contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.

6. NDEP may require the Public Agency, Contractor or Sub-grantee to repay any funds provided to the Public Agency, Contractor or Sub-grantee under the attached contract that the Public Agency, Contractor or Sub-grantee is unable to match or provide adequate documentation for the reported match.