



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

October 24, 2013

10:00 AM (estimated 15 minute duration)

**SPECIAL MEETING AGENDA
Board of Supervisors**

NTCD Conference Room
400 Dorla Court
Zephyr Cove, Nevada

Agenda Items

1. Call to order 10:00am
2. Supervisor Roll Call
3. Approval of 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 anytime.
4. Public Interest Comments
5. For Possible Action: Review and Approval of Subcontract Agreement with 2nd Nature for Road Maintenance and Operations Effectiveness Testing.
6. For Possible Action: Appoint Supervisor Perlman-Whyman as the District's representative at NvACD's annual meeting.
7. Supervisor Comments
8. Public Interest Comments
9. Motion to Adjourn

Due to short duration of meeting, use the following call in information:

712-432-0360

access code: 341249#

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 Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email mthorpe@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>



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

ROAD MAINTENANCE AND OPERATIONS EFFECTIVENESS TESTING SUBGRANT AGREEMENT

NTCD Program: Road Maintenance and Operations Effectiveness Testing – Subcontract Agreement with 2N Nature.

Contractual Parties: Nevada Tahoe Conservation District (NTCD), 2ND Nature (2N, Subcontractor).

Contract Amount: \$54,500 2ND Nature

Effective Dates: September 6, 2013 – September 30, 2015

Contract Summary of Deliverables: The Road Maintenance and Operations Practices Effectiveness Testing will produce standardized guidance for the Tahoe stormwater community to quantify the amount of expected water quality benefit of specific road operations and maintenance (RO&M) prescriptions implemented. The project will guide local jurisdictions on how to document and test the effectiveness of specific RO&M practices that could be implemented to achieve credit awards through the Lake Clarity Crediting Program. The final products will be the quantified effectiveness of up to eight prescriptions (based on available resources) and a detailed effectiveness testing methodology for others to follow as new prescriptions are developed and implementation for credit award is desired. NTCD staff will perform the bulk of the road condition observations and will enter and manage the data over the course of the study. 2ND Nature is a subcontractor to NTCD for this project. 2ND Nature will subcontract \$10,440 of the amount to NCE.

Contract Summary of Scope of Services: 2N will provide technical support services to meet the project deliverables for the Road Maintenance and Operations Effectiveness Study.

**NEVADA TAHOE CONSERVATION DISTRICT
SUBCONTRACT FOR SERVICES**

BETWEEN

THE NEVADA TAHOE CONSERVATION DISTRICT (NTCD)

AND

2NDNATURE, LLC.

NTCD Primary Contact:

Karin Staggs
(775) 586-1610 x23
kstaggs@ntcd.org
PO Box 915
Zephyr Cove, NV 89448

2NDNATURE Primary Contact:

Nicole Beck
(831) 426-9119
nicole@2ndnaturellc.com
2NDNATURE LLC.
500 Seabright Ave., Suite 205
Santa Cruz, CA 95062

Source of Grant Funds:

Nevada Division of Environmental Protection (NDEP)

SUBCONTRACT SERVICES AGREEMENT

Road Maintenance and Operations Effectiveness Study

THIS AGREEMENT (hereinafter the "Agreement") will be enforceable when signed and dated, (the "Effective Date") by and between the **Nevada Tahoe Conservation District** (hereinafter "NTCD") and 2NDNATURE LLC. (hereinafter "2NDNATURE"). NTCD and 2NDNATURE are sometimes hereinafter individually referred to as the "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. 2NDNATURE desires to perform and assume responsibility and obligations for the services, as hereinafter described on the terms and conditions set forth herein.
- B. NTCD desires to contract for such services as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, NTCD and 2NDNATURE agree as follows:

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF 2NDNATURE

1. Engagement of 2NDNATURE NTCD hereby engages 2NDNATURE, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit "A" (the "Services and Fees"). 2NDNATURE agrees to perform the services in accordance with the terms and conditions of this Agreement.
2. Performance of 2NDNATURE 2NDNATURE accepts the relationship of trust and confidence established between NTCD and 2NDNATURE by the terms of this Agreement. 2NDNATURE covenants with NTCD to furnish its best skill, judgment and efforts and to cooperate with NTCD and any other contractors engaged by NTCD in the performance of the services. 2NDNATURE covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of NTCD.
3. 2NDNATURE Personnel. 2NDNATURE shall provide adequate and experienced administrative and management personnel to perform the services.
4. 2NDNATURE's Responsibilities for Costs and Expenses. 2NDNATURE shall be responsible for all costs and expenses incurred relative to 2NDNATURE, personnel of 2NDNATURE and subcontractors of 2NDNATURE, 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 2NDNATURE

1. **Personnel.** The Services shall be performed by 2NDNATURE or under its supervision. 2NDNATURE represents that it possesses the professional and technical personnel required to perform the Services. The personnel performing the Services on behalf of 2NDNATURE shall at all times be under 2NDNATURE's exclusive direction and control. 2NDNATURE shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. 2NDNATURE shall also be responsible for all reports and documentation required for its employees.

2NDNATURE, its personnel and subcontractors shall have the status of an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits and emoluments of either an officer or employee of NTCD. 2NDNATURE shall not have the status of agent for the NTCD with respect to the ability to obligate NTCD in any manner.

2. **Cooperation/Project Administrator.** 2NDNATURE shall work closely and cooperate fully with NTCD'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 NTCD, for liaison with 2NDNATURE, and shall review and give approval to the details of the Services as they are performed.

The NTCD designates **Karin Staggs** as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to 2NDNATURE.

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

2NDNATURE designates **Nicole Beck** to be its Project Coordinator.

4. **Time of Performance.** The Services to be performed by 2NDNATURE under and pursuant to this Agreement shall be conducted in accordance with the time tables contained in Exhibit "A" (Services and Fees)
5. **Report Materials.** At the completion of the Services, 2NDNATURE shall deliver to the NTCD all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by 2NDNATURE. NTCD shall be entitled to full ownership and use of all documents for which payment has been made and may reproduce or use said documents for other projects.
All materials shall be submitted to NTCD in electronic formats. Allowable electronic formats include 1) Microsoft Office applications, 2) Adobe applications, 3) Computer Aided Design (CAD) applications, 4) and / or ESRI ArcGIS 10.x applications. The

- selection of the appropriate file type will be determined at the sole discretion of the Project Administrator.
6. **NTCD Policy.** 2NDNATURE shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points.
 7. **Progress.** 2NDNATURE 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.** 2NDNATURE shall generally have no obligation to work any particular schedule. 2NDNATURE will coordinate with the NTCD in achieving the results sought under the terms of this Agreement.
 9. **Insurance.** NTCD has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit B is attached and included by reference. All conditions and requirements identified in the Exhibit shall be completed prior to the commencement of any work under this contract/agreement.
 10. **Indemnification.** Without waiving and to the extent limited in accordance with NRS Chapter 41, 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.
 11. **Audit and Document Retention.** As required by the federal grant funding source, 2NDNATURE agrees to provide NTCD and NDSL access to any "books, documents, papers, and records...directly pertinent" to this project for the purpose of "examination, audit, and duplication" for a period of three years after the close of this contract.

SECTION III RESPONSIBILITIES OF NTCD

1. **Compensation.** In consideration of the performance by 2NDNATURE of the Services, the NTCD shall pay to 2NDNATURE the fees set forth on Exhibit "A" (Services and Fees).
2. **Extra Work.** 2NDNATURE shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by the NTCD prior to the commencement of the extra work. The NTCD shall pay 2NDNATURE for extra work in accordance with the fee schedule set forth on Exhibit "A" (Services and Fees).
3. **Payment of Compensation.** 2NDNATURE shall invoice NTCD 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. NTCD shall make payments to 2NDNATURE

within thirty (30) days, unless the NTCD disputes the amount of the compensation 2NDNATURE claims it is owed under this Agreement.

4. Failure to Pay. If payment has not been received by 2NDNATURE 30 days after the original invoice date, 2NDNATURE may cease all work on the project and remove any equipment pertaining to the project that belongs to 2NDNATURE 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, 2NDNATURE 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. 2NDNATURE 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 2NDNATURE, of such failure to continue uncured for thirty (30) calendar days after the NTCD gives 2NDNATURE notice of any failure and specified the nature of such failure.
 - B. 2NDNATURE 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 as provided in paragraph 2 of this Section, the NTCD shall pay to 2NDNATURE the part of the compensation which would otherwise be payable to 2NDNATURE 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.
3. Termination or Suspension for Convenience. NTCD may at any time provide written notice to 2NDNATURE terminating this Agreement or suspending services, in whole or in part for the NTCD's convenience and without cause pursuant to paragraph 26. If NTCD terminates this agreement or suspends services, 2NDNATURE shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of termination or suspension.
4. Payment in Case of Termination. In the event that this Agreement is terminated by NTCD pursuant to Section IV, Paragraph 1, no further payment shall be made to 2NDNATURE until completion of the subject matter of this Agreement. At such time, 2NDNATURE's compensation shall, at the NTCD's option, be calculated: (i) subject to costs and damages incurred by NTCD, on the basis of services actually performed and expenses actually incurred prior to the effective termination date; or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the 2NDNATURE's compensation shall be reduced by all costs and damages incurred by NTCD as a result of 2NDNATURE's default.

**SECTION V
GENERAL PROVISIONS**

1. **Nondiscrimination by 2NDNATURE.** 2NDNATURE represents and agrees that 2NDNATURE, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, 2NDNATURE, 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. **Limitation of Liability.** Neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising under this Agreement, even if they have been advised of or should have foreseen, the possibility of such damages.
3. **Confidentiality.** Except as required by law, the Parties agree to keep confidential and not to disclose, directly or indirectly, any information regarding the other Party's business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data or existing or potential customers, or any other information which the other Party has designated as confidential or which may reasonably be understood to be confidential.
4. **Subcontractor.** 2NDNATURE shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the NTCD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. **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.
6. **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 NTCD:

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

To 2NDNATURE:

**2NDNATURE LLC.
Attn: Nicole Beck
500 Seabright Ave., Suite 205
Santa Cruz, CA 95062**

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.

7. Authority to Enter Agreement. 2NDNATURE 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.

2NDNATURE LLC is a limited liability company that is organized under the laws of California and is registered in the State of Nevada and will continue to be so during the term of this Agreement.

8. 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.
9. Reasonable Efforts. 2NDNATURE 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.
10. 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.
11. 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.
12. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.
13. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
14. Entire Agreement. This Agreement contains the entire agreement of the 2NDNATURE and NTCD and supersedes any prior or written statements or agreements between the 2NDNATURE and NTCD pertaining to this project. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

15. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
16. 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.
17. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
18. 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.
19. 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.
20. 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.
21. Survival. The obligations of 2NDNATURE 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 or expiration of this Agreement.
22. 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.
23. References. All references to 2NDNATURE shall include all personnel, employees, agents and subcontractors of 2NDNATURE.
24. Expenditure Rules. The funding source for this contract is federal and all applicable federal regulations and requirements of apply.

25. 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"). 2NDNATURE shall be responsible to ensure that no funds 2NDNATURE receives from NTCD are paid to any employee or subcontractor in violation of this Act.

26. Cancellation. This Service Subcontract may be canceled by the NTCD Board of Supervisors 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 NTCD, 2NDNATURE 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 2NDNATURE, in which case 2NDNATURE 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 2NDNATURE, 2NDNATURE 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.

2NDNATURE:

NTCD:

By: _____
Nicole Beck

By: _____

2NDNATURE, LLC

Glen Smith, Chair
Nevada Tahoe Conservation District

Date: _____

Date: _____

EXHIBIT A – Services and Fees
Statement of Work and Subcontractor’s Cost

2NDNATURE (Subcontractor) is providing technical support services to the Nevada Tahoe Conservation District (NTCD) as part of the Road Maintenance and Operations Effectiveness Study (Project). Work performed by the Subcontractor will support and augment work performed by NTCD and other subcontractors for the Project.

NTCD is the prime contractor on the Project and will lead the overall Project and is responsible for delivery of all products. The Subcontractor will submit monthly invoices, budget tracking and quarterly progress reports. NTCD will pay the Subcontractor on a monthly basis. The overall Project Work Plan is provided as Exhibit A. The following describes the Subcontractor’s roles and responsibilities in relation to the Project Work Plan.

Task 1 – Project Coordination and Management.

Subcontractor will work with NTCD to provide all technical and administrative services as needed for contract completion, coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws and regulations.

The Subcontractor will submit monthly invoices, budget tracking and quarterly progress reports that contain the following information:

- What was accomplished that quarter toward achieving project goals and tasks;
- What is expected to be accomplished the following quarter;
- Scope changes/value added to date;
- Budget status/Percent complete/Budget remaining;
- Schedule status/Deliverable status;
- Input needed from the NTCD or others; and
- Other issues/concerns

NTCD procedures for reporting project status and cost transactions will be coordinated with the NTCD project representative. Monthly invoices will be provided in a format acceptable to the NTCD in accordance with contract terms.

Task 1 Deliverables

1. Quarterly progress reports.
2. One (1) email and hardcopy invoice each month in NTCD-approved format.

Task 2 – Road Prescription Selection Process

The Subcontractor will lead this task, with assistance from NTCD. The following subtasks will be completed by Subcontractor:

- (a) Identify and compile a list of road prescriptions that appear to be feasible to implement and show promise to reduce the amount of FSP generated from roads on an average annual basin. The term “feasible” will herein be defined as relatively, practical and cost-effective to implement, and with no readily identifiable barriers to implementation.
- (b) Organize and lead a meeting with stakeholders to: present the preliminary screening results to; solicit input on the findings and contribute suggestions of additional/alternative prescriptions for consideration of testing; preliminarily discuss implementation feasibility of suggested prescriptions. Stakeholder input will be compiled and summarized in a meeting report.
- (c) Further screen suggested additional prescriptions for implementation and load reduction feasibility; develop recommendations for prescriptions to be implemented and tested.
- (d) Organize a Project Team meeting to: present recommendations; discuss feasibility of Washoe County and other “tag on” entities to implement, available resource to complete remaining tasks, expected FSP load reduction benefits and other critical experimental design considerations. The outcome of the meeting or subsequent follow up conversations will be a final list of up to 8 prescriptions (based on available resources) to be implemented and tested through this project.
- (e) Develop a technical memorandum that summarizes the inventory, screening and selection process. A tabular summary will be included of the prescriptions inventoried, stakeholder input, rationale for selection/non-selection for this study, and any insightful opportunities or constraints for future implementation or effectiveness testing as a viable prescription in the future. After NDEP approval of the final document, circulate the tech memo to stakeholders.

Subcontractor will work closely with NTCD staff to provide appropriate guidance and feedback to NTCD staff at regular intervals to ensure a clear vision of the work required by NTCD according to these subtasks.

Task 2 Deliverables

1. Organize and prepare list of resultant prescriptions as a result of Project Team meeting with stakeholders (including ‘tag on’ entities) and NTCD.
2. Technical Memorandum as described in (e) above, summarizing the inventory, screening and selection process. Subcontractor will submit the memo to NDEP for approval and circulation to stakeholders.

TASK 3 - Experimental Design Development:

Subcontractor will perform the duties for this task in accordance with the following subtasks:

- (a) Craft a draft document that specifies the procedures and protocols to be carried out over the course of the project that will enable the goals and objectives to be achieved. Content of the document may include, but is not necessarily limited to, the following information:
- i. Roadway operations and maintenance practices and protocols the Implementation Team will implement on specific road networks, as well as associated data and record-keeping protocols that will facilitate consistent cost-effectiveness evaluation between prescriptions;
 - ii. Communication protocols between and within the Implementation Team and the Consultant Team;
 - iii. Observation methods that will be used to evaluate road network condition over time;
 - iv. Data collection procedures and site locations;
 - v. Data entry and management protocols, formats and/or tools;
 - vi. Data analytical techniques that will be used to assess and facilitate comparison of the cost-effectiveness of the various prescriptions implemented;
 - vii. Quality control procedures/meetings to ensure that operational protocols are being followed and data meet minimum quality requirements.
 - viii. A detailed cost estimate necessary to implement the recommended prescriptions by the Project Team under this contract. Prioritizations will be made to include prescriptions in this effort that represent Stakeholder priorities and the best opportunity to obtain a dataset that is anticipated to provide the most applicable and relevant guidance to jurisdiction operations, PLRM estimates of expected road RAM scores and guide road operation effectiveness evaluations into the future. Funding or other resource options will be solicited to include prescriptions in the effort where Task 4 funding is not available prior to initiation.
- (b) Circulate the draft document to Funders, Implementation Team, and potentially Stakeholders, for review and address comments in production of a final document.

Task 3 Deliverables

1. Subcontractor will prepare and circulate draft procedures and protocols document.

NOTE that contractor is not funded for this task by NTCDC and thus this deliverable is not a requirement of this NTCDC/2N contract execution.

TASK 4 – Experimental Design Implementation:

Subcontractor will lead this task, with NTCD the lead as the Implementation Team.

(a) Prior to implementation, Subcontractor will organize a meeting to review the final experimental design document with the Implementation Team to ensure understanding of all participants' roles, responsibilities, and assigned duties and tasks.

(b) In coordination with the Implementation Team, carry out the experimental design as described in the experimental design document. Subcontractor will periodically assess and review Project Team and Implementation Team performance with respect to assigned duties and tasks. Identify any adjustments that may be necessary to ensure the project goals and objectives may be achieved and hold Project Team meetings as needed to review performance and implement needed adjustments. Document adjustments in meeting report(s).

Task 4 Deliverables

1. Subcontractor will assist NTCD Implementation Team with implementation of experimental design.
2. Subcontractor will review and coordinate QAQC of the implementation team and document discussions and meetings.

TASK 5. Technical Report and Road Maintenance Effectiveness Assessment Guidance

Subcontractor will lead this task and perform the work, supplemented by NTCD staff with the hours allotted as necessary.

(a) Upon completion of the data collection efforts, assemble and analyze data. Data analysis will consist of two components: cost to implement the prescriptions and annual roadway condition observed from implementing each prescription.

(b) Produce a technical report that effectively summarizes the data obtained and the results of the data analysis. Summarize each road maintenance prescription including the average annual Road RAM score that can be expected from implementing the respective prescriptions, with consideration given to water year type (i.e. dry, average, wet) total winter snow pack, frequency and distribution of storms, and/or other influential factors. Prioritize prescriptions according to cost-effectiveness.

(c) Include a separate Road Maintenance Effectiveness Assessment Guidance as a component of the technical report; this will be a clear step-by-step framework for others to test the effectiveness of road maintenance prescriptions in the future.

- (d) Circulate the draft document to Funders, Implementation, and potentially Stakeholders, for review and address comments in production of a final document.

Task 5 Deliverables

1. Subcontractor will prepare technical report summarizing the data and results of data analysis as detailed in 5(b).
2. Subcontractor will prepare Road Maintenance Effectiveness Assessment Guidance as component of technical report.
3. Subcontractor will prepare and circulate draft and final document to funders, implementation team and stakeholders.

The majority of the work to be completed under this task is funded through a separate funding mechanism directly to Subcontractor. The Subcontractor is not responsible for these deliverables to NTCD unless the appropriate funding is secured and executed by the other entity.

Budget

Table 1 lists the budget for the Subcontractor associated with each major task in the Project Work Plan. The compensation assigned to each task is only an estimate and can be reallocated between tasks as necessary and upon agreement with the NTCD PM. The total Project budget for the Subcontractor is \$52,424.00.

LABOR							
TASK	2NDNATURE					bcontractor	LABOR TOTAL
	Principal	Sr Scientist III	Sr Scientist II	Sr Scientist I	Sci Assoc II		
Hourly	\$158	\$133	\$128	\$110	\$85	\$145	
Task 1. PM	8	0	0	0	24	0	\$ 3,304
a,b,c	8	0	0	0	24	0	\$ 3,304
Task 2. Roa	48	56	12	16	6	46	\$ 25,508
a.	8	16	6	8	0	16	\$ 7,360
b.	12	6	0	6	0	4	\$ 3,934
c.	4	2		2	0	2	\$ 1,408
d	8	8	6	0	6	0	\$ 3,606
e	16	24	0	0	0	24	\$ 9,200
Task 3. Exp	0	0	0	0	0	10	\$ 1,450
a	0	0	0	0	0	10	\$ 1,450
b.	0	0	0	0	0	0	\$ -
Task 4. Exp	8	36	0	0	80	0	\$ 12,852
a	4	20	0	0	40	0	\$ 6,692
b.	4	16	0	0	40	0	\$ 6,160
Task 5. TecI	13	16	6	0	24	16	\$ 9,310
a						0	\$ -
b.						8	\$ 1,160
c.	12	12	6	0	12	8	\$ 6,440
d.	1	4	0	0	12	0	\$ 1,710
TOTAL HOU	77	108	18	16	134	72	
TOTAL	\$12,166	\$14,364	\$2,304	\$1,760	\$11,390	\$10,440	\$ 52,424

Exhibit B

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR 2NDNATURE, LLC.

INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, 2NDNATURE agrees to indemnify and hold harmless NTCD, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of 2NDNATURE'S negligent acts, errors or omissions in the performance of its services under the terms of this agreement.

As respects all acts or omissions, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, 2NDNATURE agrees to indemnify, defend (at NTCD'S option), and hold harmless NTCD, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with 2NDNATURE'S (or Sub-consultant, if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of NTCD.

NTCD agrees to indemnify, defend, and hold-harmless 2NDNATURE, to the extent limited by chapter 41 of NRS, from and against any and all claims arising out of the negligence of the NTCD, its officers, agents, employees or volunteers.

GENERAL REQUIREMENTS

NTCD requires that 2NDNATURE purchase Industrial Insurance, General and Auto Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by 2NDNATURE, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by 2NDNATURE.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for 2NDNATURE or any Sub-consultant by NTCD. 2NDNATURE agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the NTCD to make any payment under this Agreement to provide NTCD with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

Should 2NDNATURE be self-funded for Industrial insurance, 2NDNATURE shall so notify NTCD in writing prior to the signing of any agreement. NTCD reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

2NDNATURE shall maintain limits no less than:

1. General Liability: **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is

used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

OTHER INSURANCE PROVISIONS

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

1. General Liability Coverages

- a. NTCD, its officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of 2NDNATURE, including the insured's general supervision of 2NDNATURE; products and completed operations of 2NDNATURE; or premises owned, occupied or used by 2NDNATURE. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds, nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. 2NDNATURE'S insurance coverage shall be primary insurance as respects NTCD, its officers, agents, employees and volunteers for any action arising out of 2NDNature's performance under this Agreement. Any insurance or self-insurance maintained by NTCD, its officers, agents, employees or volunteers shall be excess of 2NDNATURE'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to NTCD, its officers, agents, employees or volunteers.
- d. 2NDNATURE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. NTCD with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning 2NDNATURE and insurance carrier. NTCD reserves the right to require that the 2NDNATURE'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

2NDNATURE shall furnish NTCD with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by NTCD. **All certificates and endorsements are to be addressed to the specific NTCD contracting department and be received and approved by NTCD before work commences.** NTCD reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONSULTANTS

2NDNATURE shall include all independent Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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