

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the CITY OF RENO, hereinafter referred to as "CITY" and RESOURCE CONCEPTS INC., hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the CITY wishes to secure consulting services for Phase 2 in the Reno Vegetation Management Plan, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

The CONSULTANT shall serve as the CITY's consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT may perform some or all of the services, depending on direction provided by CITY, set forth in Attachment A, consisting of 9 pages, as part of this agreement which is incorporated herein by this reference as if set forth in full herein. However, should any term and condition in Attachment A contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY's representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Attachment A of this Agreement, and shall continue until completion. All documents and materials shall be prepared in a timely manner, adhering to the schedule set forth in Attachment A.

5. Compensation.

5.1 Compensation for services performed as described in Article 2, for the duration identified in Article 4 of this Agreement in the amount of \$113,000.00. This total not to exceed figure includes costs as well as fees.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". This supplemental agreement must be approved by City Council. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents: Copyrights.

8.1 The CONSULTANT shall furnish to the CITY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Project Manager, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as "Documents"). The originals of such Documents shall be and remain the property of the CITY.

8.2 All of such Documents shall be deemed to be "works made for hire" prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to

such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

8.3 Should it be finally determined, by a court or to her tribunal of competent jurisdiction, that any of such Documents is not a “works made for hire,” it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Documents to the CITY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of such Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license, or otherwise market such Documents.

8.4 Documents, including drawings and specification prepared by CONSULTANT pursuant to this Contract, are not intended or represented to be suitable for reuse by CITY or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from CONSULTANT will be at the CITY’s sole risk without liability or legal exposure to CONSULTANT.

9. Skill Level of Consultant.

Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT’s Errors and Omissions 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 hereunder by the

CONSULTANT, its agents, representatives or employees. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

10.2 Industrial Insurance. (Worker's Compensation & Employer's Liability). It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT has complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

Upon completion of the project, the contractor shall provide the CITY with a Final Certificate which is prepared by the State of Nevada Industrial Insurance System. If the CONSULTANT or Subconsultants are unlicensed and are a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

It is further understood and agreed by and between the CITY and CONSULTANT that CONSULTANT shall procure, pay for, and maintain the above mentioned industrial insurance coverage at the CONSULTANT's sole cost and expense.

10.3 Minimum Scope of Insurance. The following requirements apply.
Coverage shall be at least as broad as:

Commercial General Liability at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage

arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

Automobile Coverage at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

(a) General Liability: \$1 million minimum combined single limit per occurrence for bodily injury, personal injury and property damage and \$2 million annual aggregate.

b) CONSULTANT's Errors and Omissions Liability: \$1 million per claim and \$2 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date which predates the date of this Agreement. The CONSULTANT may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CITY.

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY Risk Management Divisions. The CITY reserves the right to request

additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the CITY'S' Risk Managers.

10.6 Other Insurance Provisions. General Liability Coverage

The CITY, its officers, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT'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.

The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium, by certified mail, return receipt requested, has been given to the CITY.

10.7 Acceptability of Insurers. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better, or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

10.8 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. 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 and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.9 Miscellaneous Conditions. If the CONSULTANT fails to maintain any of the insurance coverage required, the CITY may terminate this Agreement for cause.

CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of CITY, caused in whole or in part by the CONSULTANT or any employee, directed or supervised by CONSULTANT, except damage of loss attributable to faulty drawings or specifications.

Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from operations

CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, CITY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by CITY for such insurance.

11. Indemnification.

a. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

b. The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

c. The CONSULTANT's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT's negligence or other breach of duty.

12. Intellectual Property Indemnity.

To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY related parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITY. This Indemnity Covenant shall survive the termination of this Agreement.

13. Taxes.

CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- a. Withholding of income taxes by the CITY;
- b. Industrial insurance provided by the CITY;

- c. Participation in group insurance plans which may be available to employees of the CITY;
- d. Participation or contributions by either the independent contractor or CITY to any public employees retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Business License.

CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

16. Compliance with Legal Obligations.

CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively "ADA") in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color national origin, sex, sexual orientation or age. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY: City of Reno
Bryan Heller, Assistant Public Works Director
1640 E. Commercial Row
Reno, Nevada 89512
P.O. Box 1900
Reno, NV 89505

CONSULTANT: Resource Concepts Inc.
Don Henderson, Project Manager
340 North Minnesota St.
Carson City, NV 89703

19. Assignment.

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

20. Integration.

This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

21. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

22. Suspension of Work.

Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall

be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

24. Dispute Resolution.

All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

The parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

If either party breaches this Agreement, the prevailing party in any litigation is entitled to recover its court costs and reasonable attorneys' fees.

26. Severability.

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.

27. Due Authorization.

Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

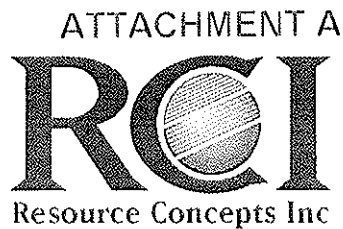
Ashley D. Turney, Reno City Clerk

RESOURCE CONCEPTS INC.

Marvin Tebeau, Secretary/Treasurer

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney



October 26, 2017

Sent Via Email hellerb@reno.gov

Mr. Bryan Heller, P.E.
Assistant Public Works Director
Reno Public Works
P.O. Box 1900
Reno, Nevada 89505

RE: Letter Proposal for the Planned Scope of Work Associated with Phase 2 in the Reno Vegetation Management Plan

Dear Mr. Heller:

Thank you for meeting with Resource Concepts, Inc. (RCI) to review, scope, and further define the intended scope of work for Phase 2 in the Reno Vegetation Management Plan. RCI remains excited on the direction your staff is planning to take under Phase 2. RCI agrees that development of a traditional M&O procedures manual, that will likely not be read, fully understood, or practiced by field staff, does not represent an effective approach. The identified project approach for Phase 2 involves the development of best management practice (BMPs) descriptions designed to assist your field staff to begin implementing Integrated Vegetation Management (IVM) practices into the existing operational framework. To our knowledge, this more direct approach has never been attempted before. Rather, this innovative approach represents a pioneering effort that has the potential to quickly expedite the implementation of IVM practices at the field level.

The following summarizes RCI's recommendations on how to efficiently and effectively implement the conceptualized Phase 2 scope of work. Included with this letter proposal is a scope of work and estimate of the expected costs for the identified project deliverables. As a pioneering effort, we view the Phase 2 project as RCI partnering with your organization in an iterative process to deliver the intended results and deliverables. Under this working approach, we welcome your thoughts on how this Phase 2 proposal can be revised to better achieve your needs and expectations.

Phase 2 Project Scope

It is RCI's understanding that the City's goals under Phase 2 is to develop the following project deliverables:

1. Development, initial staff training, field testing and finalization of up to six (6) BMPs to assist the M&O staff to start implementing IVM protocols as they conduct their scheduled field vegetation management. The six IVM BMPs to be developed under Phase 2, include:
 - (1) Streets, where the initial IVM BMP prototype will be developed;
 - (2) Beneficial and Undesirable Plant Species;
 - (3) Noxious Weeds;

- (4) Stormwater Conveyance Ditches and Detention Basins;
 - (5) City Dam Sites; and,
 - (6) Open Spaces.
2. Coordination and development of a Plant Materials and Cultural Practices Testing Program in association with the USDA Agricultural Research Service (ARS), Great Basin Restoration Research Center, located in Reno. The ARS staff is aware and interested in assisting Reno in this identified effort.
3. Further development of a draft program framework and explanation on the IVM program will be included in a Phase 2 Project Report. The project report will summarize the program elements developed under Phase 2 and further introduce and include the six (6) field tested and finalized IVM BMPs.

It is expected that the identified scope of work for Phase 2, as discussed to a greater extent below, will extend beyond the upcoming 2018 spring and summer periods where vegetation management practices again will become a heightened concern for the public and elected officials. In anticipation of this eventuality, the Phase 2 scope of work includes an added task where RCI will prepare and deliver a single 10-minute presentation in the Reno area during the second-quarter in 2018 to clarify the current project direction and progress at that time.

A schematic of the steps and processes that would be utilized to develop the identified Phase 2 project deliverables is attached. This schematic will help the reader understand how the elements under Phase 2 connect to develop the final project deliverable, the Phase 2 project report.

Phase 2 Time Lines

When the Phase 2 scope of work was first identified in July, there was a reasonable expectation the six IVM BMPs could be initially developed, staff trained on their use, with the initial field test occurring during the spring and early summer of the 2018 field season. Based on this initial plan, it was anticipated that the ARS Plant Materials testing program could also be initiated and the final Phase 2 report submitted for final completion within the 2018 calendar year.

With the delay of initiating the Phase 2 over the previous three months, there is an increasing concern on whether or not all six IVM BMPs can be prepared for a thorough staff testing prior to completion of the 2018 field season which will end around June. Based on this potential, RCI recommends that the Phase 2 scope of work be contracted and initiated in an expediently manner so the initial development of the IVM BMPs can be started as soon as possible. Once Phase 2 is initiated, RCI will begin developing and rolling out draft BMPs for agency review and refinement with the goal of completing at least three, if not all, of the identified IVM BMPs by May 2018. If due to either unforeseen technical difficulties or time delays are experienced during the agency review process for development of the preliminary BMPs, then RCI will continue to work toward completion of the uncompleted IVM BMPs during the remaining summer with the alternative of including the first-generation BMPs into the final Phase 2 project report which will remain on track for completion prior to the end of the 2018 calendar year. If one or up to three IVM BMPs are not fully-processed to include a completed staff field review and finalization prior to delivery of the

Phase 2 program report, then the report will be designed for their later insertion into the final Phase 2 document.

Phase 2 Price Quote

The attached Table 1 lists discrete tasks that need to be completed to deliver the defined scope of work for Phase 2. In addition to the description of the individual project tasks, important information contained in Table 1 includes several conditions placed on the Phase 2 scope of work pertaining to the assumed project quantities, number of client reviews, or the expected duration of client meetings, presentations, or field reviews. These identified project conditions were utilized as assumptions in the estimation of the presented Phase 2 costs. Should the Phase 2 project scope change during the negotiation of a Phase 2 contract, in terms of effecting the listed project tasks or assumptions, then the provided price quote may also be effected.

The total estimated costs for the scope of work identified for Phase 2, as outlined in Table 1, is estimated at \$113,000.00. This Phase 2 price quote can be summarized in the following manner.

Project Task(s)	Task Description	Price Estimate (\$)	Percent of Total Price (%)
1.0-3.0	Development, initial staff training, field testing, and finalization of up to six (6) IVM BMPs	75,700.00	67
4.0	Development of a plant materials & practices R&D testing program in conjunction with the USDA ARS	10,000.00	9
5.0	Second quarter 2018 project status presentation in Reno	5,000.00	4
6.0	Development of a draft program framework & expanded description of IVM	6,500.00	6
7.0	Development & submittal of Phase 2 project report	10,000.00	9
8.0	Project management and client coordination	5,800.00	5
Phase 2 Totals:		\$113,000.00	100

As previously noted, there are no comparable examples where an entity has previously developed BMPs for the purpose of incorporating IVM protocols into a pre-existing vegetation management program. Lacking successful examples that can be adapted and modified to meet client needs and vegetation management parameters in Reno, leads to levels of uncertainty and risk that are reflected in the Phase 2 price quote in an attempt to cover either unrealized or unknown project contingencies. One important item that was considered in the development of a Phase 2 estimate was to consider all potential project contingencies so as to avoid the future need for contract revisions due to cost overruns.

In consideration of this uncertainty and risk, RCI considers the identified Phase 2 scope of work to be innovative and worthy of pursuit based on the opportunity it affords the City of Reno to expedite the transitioning of IVM protocols into the current vegetation management program. RCI believes the best

Mr. Bryan Heller, P.E.
Assistant Public Works Director
October 26, 2017
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chance for successfully completing Phase 2 is to join with the City as a partner where we are working together to address and overcome any unforeseen circumstances or challenges that may be associated with the identified project scope of work. In this spirit, RCI considers the above Phase 2 quote to represent a not to exceed estimate. In consideration of this commitment, RCI will keep the City contract representative well-informed on project advancements and expenditures through written monthly progress reports. In these progress reports, project advancements will be reported by the status of completed subtasks, as identified in Table 1, and by current and cumulative project expenditures, and percent task completion.

Under this partnership approach, RCI concerns are focused on keeping open and frequent communications with the identified City project contacts to allow a free-flow exchange of ideas for purposes of problem solving, delivering high quality project deliverables that are identified as meeting the City's needs, delivering these products in a timely manner and at or below the contracted amount, and recovery of RCI's costs and expenses on a time and material basis. If the Phase 2 project proceeds in a manner consistent with the assumptions utilized in the attached quote, and RCI's incurred project expenses to deliver the identified Phase 2 project scope fall below the contracted amount, then RCI will only bill for the actual project expenses incurred.

RCI welcomes your questions on the information presented in this proposal and is appreciative for your continued efforts to work with RCI in the development of a Phase 2 scope of work that works for the City of Reno. We look forward to the opportunity of working with you and your staff toward transitioning the Reno Vegetation Management Plan to include IVM practices and protocols.

Sincerely,



Don Henderson, Project Manager
Senior Resource Specialist

DH/jm

cc: Ryan Bird, Maintenance & Operations Manager, birdr@reno.gov
Marnell Heinz, Maintenance & Operations Manager, heinzm@reno.gov

Attachments (2)

CITY OF RENO VEGETATION MANAGEMENT PROGRAM PHASE 2 - PROGRAM TRANSITION TO IVM PRACTICES

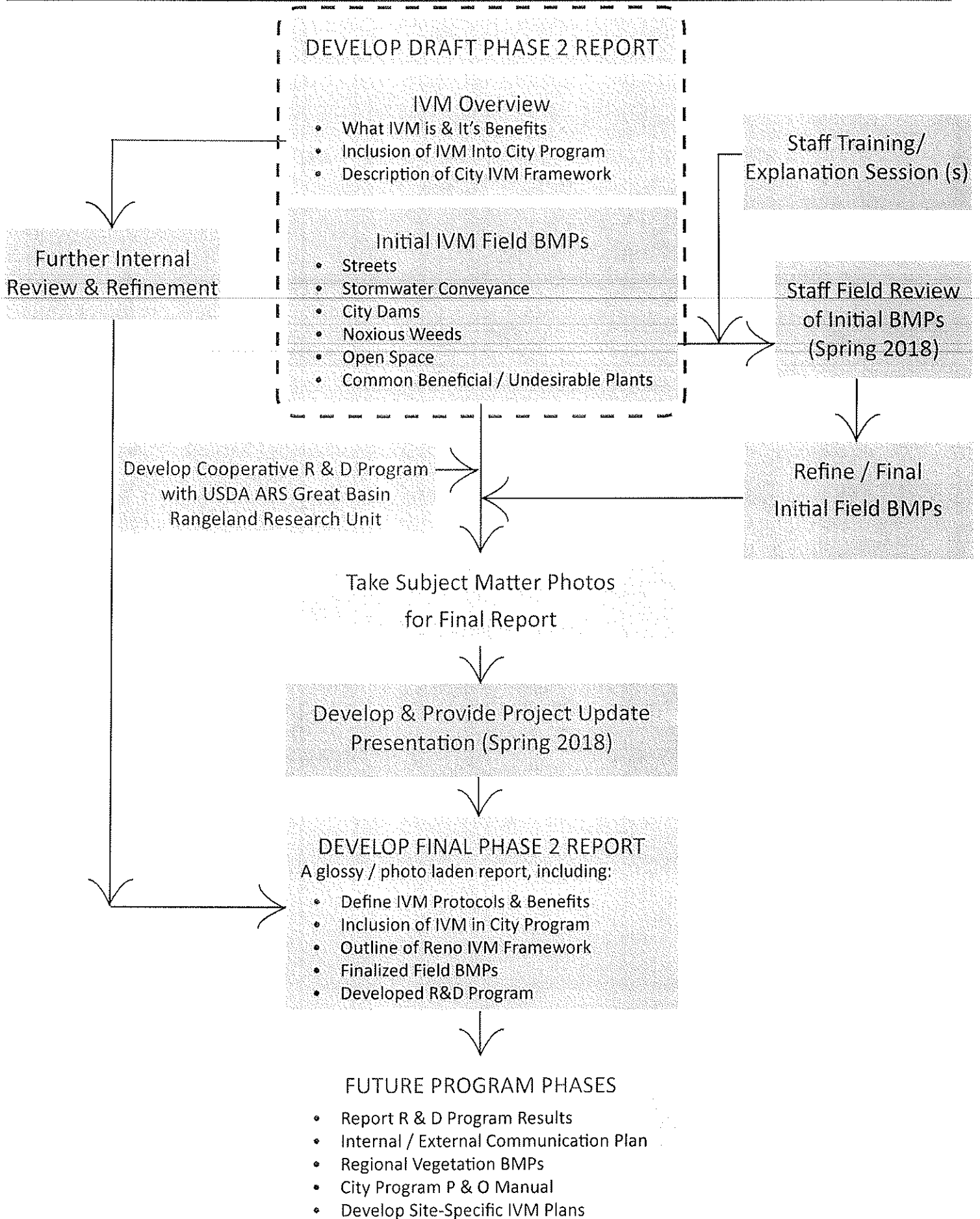


TABLE 1
SCOPE OF WORK AND PRICE QUOTE
Phase 2—Program Transition Toward Integrated Vegetation Management Practices
Reno Public Works Vegetation Management Plan

Task No.	Task Description	Cost Estimate (\$)
1.0	INITIAL DEVELOPMENT OF SELECTED INTEGRATED VEGETATION MANAGEMENT (IVM) FIELD GUIDES	55,900.00
1.1	Streets and Right of Way (ROW) Best Management Practices (BMP)	<i>8,750.00</i>
1.1.1	M&O and RCI half-day field review to scope BMP and site conditions	
1.1.2	Develop listing of IVM and BMP practices for Streets & ROWs	
1.1.3	Develop draft BMP mock-up for Division leadership review and feedback	
1.1.4	Revise preliminary BMP based on up to two (2) client reviews and comments	
1.1.5	Publish first-generation BMP for field use during 2018 field season	
1.2	Beneficial and Undesirable Plants BMP	<i>8,500.00</i>
1.2.1	Internal and external scoping to identify no more than twenty (20) targeted plant species	
1.2.2	Develop listing of up to twenty (20) selected plant species for Division leadership review and feedback	
1.2.3	Research information and digital photos for selected targeted plant species	
1.2.4	Develop draft BMP mock-up for Division leadership review and feedback	
1.2.5	Revise preliminary BMP based on one (1) client review and comments	
1.2.6	Publish first-generation BMP for field use during 2018 field season	
1.3	Noxious Weeds BMP	<i>8,250.00</i>
1.3.1	Develop listing of IVM practices for State listed noxious weed species	
1.3.2	Purchase eighty (80) copies of the NV Noxious weed field guide to supplement BMP	
1.3.3	Develop draft BMP mock-up for Division leadership review and feedback	
1.3.4	Revise preliminary BMP based on one (1) client review and comments	
1.3.5	Publish first-generation BMP for field use during 2018 field season	
1.4	Stormwater Conveyance Ditch BMP	<i>11,650.00</i>
1.4.1	M&O and RCI one-day field to identify targeted conveyance ditches for BMP	
1.4.2	Develop listing of IVM practices for Conveyance Ditch BMP	
1.4.3	Develop draft BMP mock-up for Division leadership review and feedback	

TABLE 1
SCOPE OF WORK AND PRICE QUOTE
Phase 2—Program Transition Toward Integrated Vegetation Management Practices
Reno Public Works Vegetation Management Plan

Task No.	Task Description	Cost Estimate (\$)
1.4.4	Revise preliminary BMP based on one (1) client review and comments	
1.4.5	Publish first-generation BMP for field use during 2018 field season	
1.5	City Dam BMP	<i>8,500.00</i>
1.5.1	M&O and RCI one-day field review of targeted City Dams	
1.5.2	Scope and clarify vegetation requirements for dams with NV Division of Dam Inspection	
1.5.3	Develop listing of IVM practices for City Dams	
1.5.4	Develop draft BMP mock-up for Division leadership review and feedback	
1.5.5	Revise preliminary BMP based on one (1) client review and comments	
1.5.6	Publish first-generation BMP for field use during 2018 field season	
1.6	Open Space BMP	<i>10,250.00</i>
1.6.1	One-day field review to ID site characteristics and management issues relating to open space	
1.6.2	Identify and map selected open spaces targeted for IVM BMP	
1.6.3	Develop listing of IVM practices for Open Space BMP	
1.6.4	Develop draft BMP mock-up for Division leadership review and feedback	
1.6.5	Revise preliminary BMP based on one (1) client review and comments	
1.6.6	Publish first-generation BMP for field use during 2018 field season	
2.0	DEVELOPMENT & DELIVERY OF PRE-FIELD STAFF TRAINING FOR COMPLETED IVM BMPs	8,000.00
2.1	Develop one-hour staff training module for each completed BMP (4 hours per completed BMP)	
2.2	Schedule and coordinate staff training session on new BMPs.	
2.3	Provide a pre-field presentation to introduce M&O field staff to completed BMPs	
3.0	FIELD TESTING, REVISION & FINALIZATION OF FIRST GENERATION IVM BMPs	11,800.00
3.1	Coordinate & schedule up to eight (8) half-day staff interviews to capture field recommendations for BMP revisions.	
3.2	Conduct up to eight (8) half-day field interviews.	
3.3	Summarize compiled field staff recommendations and mock-up preliminary BMPs revisions for review.	
3.4	Based on client feedback revise BMPs to produce up to six (6) Second-Generation IVM BMPs.	
3.5	Publish six (6) completed Second-Generation IVM BMPs for continued field use.	
3.6	Provide client with Word files for Second-Generation IVM BMPs to allow for future revisions & updates.	

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Task No.	Task Description	Cost Estimate (\$)
4.0	DEVELOPMENT OF PLANT MATERIALS AND PRACTICES TEST PLOT PROGRAM WITH USDA ARS RENO	10,000.00
4.1	Schedule and coordinate a daylong field review with M&O and ARS staff to review and select potential locations for up to three (3) test sites.	
4.2	RCI to lead a one-day field review to select locations and research parameters & requirements for up to three (3) test sites.	
4.3	Development of project site mapping for selected test plot locations.	
4.4	Assist ARS in the collection of site soil samples to test for invasive weed seeds.	
4.5	Coordinate with the ARS in the development of written test plot designs for the three selected sites for client review.	
4.6	Coordinate to provide up to two (2) half-day meetings between the M&O and ARS staff to refine the test plot designs and to reach a consensus on contributions and schedules for test plot establishment, monitoring and reporting.	
4.7	RCI production of a report for the planned test plot program.	
5.0	SECOND-QUARTER 2018 PROJECT STATUS PRESENTATION	5,000.00
5.1	RCI development of a 10-minute Power Point presentation reporting on the current Phase 2 project status & results for client review and feedback.	
5.2	Scheduling and completion of not more than two (2) client reviews, with one half day review session onsite, to produce a completed Power Point presentation.	
5.3	RCI preparation and delivery of one (1) Phase 2 status report presentation onsite in Reno.	
6.0	DEVELOPMENT OF A DRAFT PROGRAM FRAMEWORK & EXPANDED EXPLANATION OF IVM	6,500.00
6.1	Develop draft expanded description of IVM practices and how these concepts can be integrated in the Reno vegetation management program for client review and feedback. This report is not expected to exceed five (5) pages.	
6.2	Scheduling and completion of not more than two (2) client reviews, half-day on-site client meetings, and document revisions to develop a completed draft report on the Reno IVM Framework Plan.	
7.0	DEVELOPMENT & SUBMITTAL OF PHASE 2 PROJECT REPORT	10,000.00
7.1	Development of a draft Phase 2 Project report that does exceed 12 pages, is photo-laden, and is designed as a glossy public information brochure.	
7.2	Scheduling and completion of not more than two (2) client reviews, including not more than one (1), half-day on-site client meeting, and document revisions to deliver a completed report.	

TABLE 1
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Phase 2—Program Transition Toward Integrated Vegetation Management Practices
Reno Public Works Vegetation Management Plan

Task No.	Task Description	Cost Estimate (\$)
7.3	Publication and submittal of approved Phase 2 project report; not to exceed 75 prints.	
7.4	Provide M&O Division with one (1) digital report copy for website positing.	
8.0	PROJECT MANAGEMENT & CLIENT COORDINATION	5,800.00
PHASE 2 PROJECT TOTALS:		113,000.00