

Rosewood Canyon

Hazardous Fuels Mitigation Plan

2014



Prepared for: Reno Fire Department
Prepared by: High Sierra Forestry



Project Objective:

The objective of this plan is to create a document that can be implemented to reduce hazardous fuels in Rosewood Canyon. Due to the size of the canyon, it was broken into three areas; North Rosewood Canyon, South Rosewood Canyon and Lower Rosewood Canyon (Fig. 1). Any contractor should be able to take this plan, along with a site visit, be able to prepare a detailed bid to complete the hazardous fuels reduction.

Project Background:

Citizens living in neighborhoods surrounding the Rosewood Wash/Canyon contacted the City of Reno in early 2012, expressing concern regarding wash/canyon vegetation density and conditions, and the threat of a wildland fire similar to the Caughlin Fire impacting their properties. While some residents strongly support a defensible space project, a consensus has not been reached. Contacting all affected land owners will be necessary to determine project viability and sustainability as property owners will be asked to agree to the maintenance portion of a fuels mitigation project.

A community meeting was held with Rosewood Wash/Canyon property owners on 04/26/12 to discuss concerns, options, and potential solutions. Representatives from the Nevada Division of Forestry, the Reno Fire Department, the City of Reno Parks, Recreation and Community Services Department, and the University of Nevada, Reno Cooperative Extension Living with Fire Program participated in the discussion. Hundreds of homeowners are directly impacted by what happens in the Rosewood Wash/Canyon. Thousands of homeowners in surrounding areas of southwest Reno are also at risk from a catastrophic wildland fire with rapid, uncontrolled growth racing through the canyon and spreading. The Rosewood Wash/Canyon is similar to Manzanita Canyon in both terrain and fuels. During the Caughlin Fire, eleven homes adjacent to the Manzanita Canyon were damaged or destroyed from the fire that ran through the canyon. The City of Reno realizes from experience the importance of fire-adapted communities and will work cooperatively with citizens and the agencies mentioned above to prepare a plan for this southwest Reno area to educate the citizens and to follow the recommendations of the Phase I plan as prepared when funding for Phase II is identified.

Project Area:

The area considered for this project is illustrated in Figure 1. The upper two canyons (North and South Canyon) are bordered on the north by San Mateo Ave. and Cashill Blvd., and on the south by Gibraltar Dr. The western boundary is Hemlock Way. The Lower Canyon is bordered on the south and east by Solari Dr., on the west by Cashill Dr. and Patidar Dr. and a northern boundary of Popnjay Dr. The lower part of Rosewood Wash was not included in this plan.

Project Area Ownership:

The areas that have been evaluated under this plan and need fuels treatment are owned by six (6) different entities. Below (Table 1) is a breakdown of the ownership and Figure 2 illustrates the location of each ownership.

Owner	Acreage	% of Project Area
CAUGHLIN RANCH HOMEOWNERS ASSN	1.2	1%
CITY OF RENO	47.8	48%
HIGHLANDS HOMEOWNERS ASSOC	4.4	4%
OWNERS OF EASTRIDGE 2	15.9	16%
SKYLINE VIEW ASSOCIATION	27.6	27%
WRAY	3.7	4%
	100.6	

Table 1 – Ownership breakdown of the project area.

Mitigation Strategies:

North Rosewood Canyon (Figure 3)

- A. 10.6 acres - South facing slope with sparse vegetation. There is not enough fuel to warrant treatment. No treatment needed.
- B. 2.0 acres - North facing slope with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. Reduce fuel loading by 50% using hand crews. All cut material will have to be taken up to Hemlock Way or Glen Echo Lane for chipping. Only remove dead and dying vegetation from the riparian zone.
- C. 8.4 acres - North facing slope with a continuous fuel bed. This area is going to be reduced by 50% using a combination of mastication and hand crews. This area requires a boom mounted masticator (i.e.. excavator) due to the increased slope. The percentage of hand crew work will be determined by the masticator operator, meaning areas not accessible for the machinery will need to be cut by hand. The material removed by hand will be moved and piled where the masticator can get to it. These piles will then be ground up by the masticator, leaving a chip depth of no more than 6 inches. It would also be possible to get a tracked chipper into the area to reduce all cut fuel to chips. There is a small patch of White top (*Lepidium latifolium*) that will need to be cut prior to seed set, then once it sprouts again, sprayed with a herbicide to kill the root system.

- D. 1.2 acres - Steep slopes with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. One dead juniper in the riparian zone that will be left for perching birds. All work will be done by hand, with the material coming up to Hemlock Way for chipping. Reduce current fuel loading by 50%, only removing dead and dying in the riparian zone.
- E. 5.1 acres - Steep north facing slope with heavy fuel loads. The fuels will be reduced by 50% using hand crews. It would be possible to get a tracked chipper to the bottom of the canyon. This would require all cut material to be moved down the steep slope for the chipper to reduce to chips and broadcast back onto the hillside. All chip piles should be no more than 6 inches in depth. If a tracked chipper is not used, a tracked masticator would be able to masticate all the cut material near the bottom of the canyon.
- F. 1.3 acres - Very scattered fuels, no more than 14 inches tall. No treatment needed.
- G. 6.1 acres - This area is on the inside of the Steamboat ditch. As a result of vegetation management by the ditch company, there is a heavy accumulation of cut, dead material lining the road. All of the area will be treated using hand crews due to lack of access and steep slopes. All material will have to be moved up hill to the road, where it can be chipped and the chips broadcast back down into the canyon.

South Rosewood Canyon (Figure 4)

- H. 8.7 acres - South facing slope with sparse vegetation. There are some isolated islands of fuel that offer wildlife habitat and cover. These islands are not large enough to warrant any fuels reduction work at this time.
- I. 7.2 acres - This area is on the inside of the Steamboat ditch. As a result of vegetation management by the ditch company, there is a heavy accumulation of cut, dead material lining the road. All of the area will be treated using hand crews due to lack of access and steep slopes. All material will have to be moved up hill to the road, where it can be chipped and the chips broadcast back down into the canyon.
- J. 1.3 acres - North facing slope with a bunch dead and downed vegetation. The majority of the dead vegetation seems to have come from the adjacent homeowners. This area will have to be treated by hand, with all the material coming down the hill to the ditch road. Since this area is on the opposite side of the ditch from the road, the ditch will have to be empty so the material can be moved through the ditch. There will have to be no material left in the ditch and the banks of the ditch returned to the condition they were in prior to any work being done.
- K. 2.4 acres - The area has scattered fuels with slight slopes less than 20%. This area could be masticated with a boom mounted masticator, leaving the resulting chips on site, at a depth not to exceed 4 inches.

Lower Rosewood Canyon (Figure 5)

- L. 23.4 acres - Southeast facing slope with continuous vegetation, mainly sagebrush, approximately 16 inches tall. This area would be best treated with a boom mounted masticator, removing 50% of the fuels utilizing a mosaic pattern. Machinery should always work across the slope, as not to create vertical paths that could lead to increased erosion. Access to the area is from Patidar Drive.
- M. 13.5 acres - Northwest facing slope with continuous vegetation along steep slopes reaching 60%. There is a small bench just above the creek that would allow all cut material to be moved downhill to a tracked chipper. All material will be chipped and broadcast back onsite with a chip depth not to exceed 6".
- N. 4.8 acres – Northwest facing slope with very light fuels at this time. A portion of this unit has burned in the past.

Erosion Control:

The project area has some very loose sandy soils. These soils are highly erodible, so erosion control will be a key ingredient to a successful project. In units where machinery is used, travel across the slope as much as possible, and any tracks going vertical up and down the slope will need to be rehabbed once work is complete. Rehab will consist of raking out any tracks, returning the soil to a natural elevation, and if needed create small dips running across the tracks to divert any runoff off the tracked area and into vegetation where it will slow the progress and give the water a chance to infiltrate the soil. These dips will be determined by the project manager overseeing the contractor.

Wildlife:

There are many species of birds and animals that frequent Rosewood Canyon. This project is not going to treat the bottom of the channel where many of the animals find cover. By cutting and masticating the existing brush, it will allow new growth to take place. Most animals don't forage on older/ decadent brush, they prefer to have fresh young growth that is easier to eat and digest. As the treatment is happening, some animals will be displaced for a short time, but there should be no long term impacts to the wildlife in the area. The brush which is left will partially be determined by species, with bitter brush as a highly valuable species. Bitter brush is a staple forage for mule deer in the winter months, consisting of 90% of their diet.

Access to each unit:

Access is limited throughout the project area. One of the biggest obstacles for access is the Steamboat Ditch. It is not possible to cross the ditch, and in most cases, homes line the upper boundary of each unit. Access for each unit is identified in the mitigation strategies.

Projected Budget:

North Canyon Hazardous Fuels Treatments

Unit ID	Acres	Estimated Cost/ Acre	Total Cost
A	10.6	\$0.00	\$0.00
B	2.0	\$2,500.00	\$5,000.00
C	8.4	\$2,000.00	\$16,800.00
D	1.2	\$2,500.00	\$3,000.00
E	5.1	\$3,000.00	\$15,300.00
F	1.3	\$0.00	\$0.00
G	6.1	\$3,500.00	\$21,350.00
	34.7		\$61,450.00

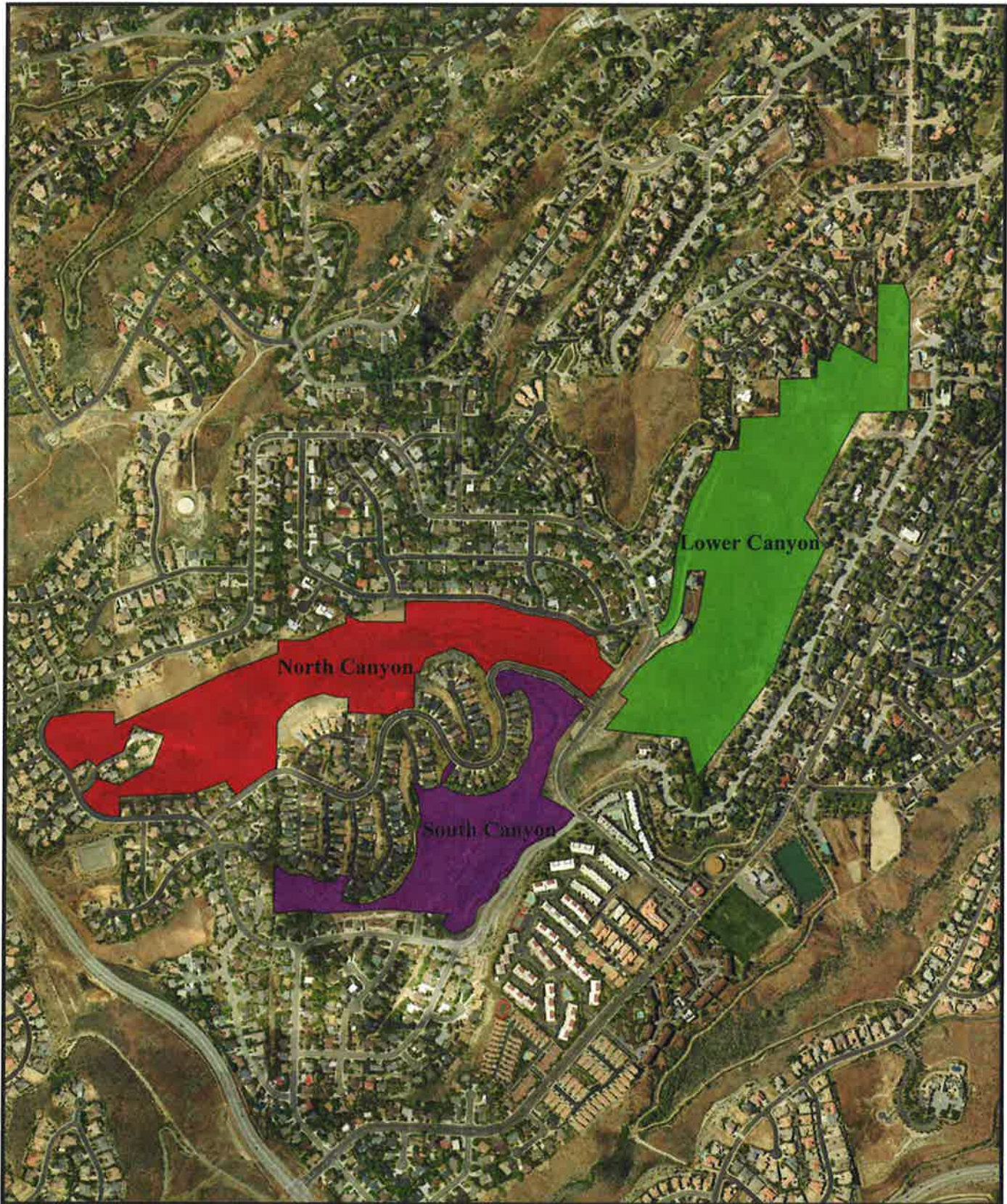
South Canyon Hazardous Fuels Treatments

Unit ID	Acres	Estimated Cost/ Acre	Total Cost
H	8.7	\$0.00	\$0.00
I	7.2	\$4,000.00	\$28,800.00
J	1.3	\$2,000.00	\$2,600.00
K	2.4	\$1,500.00	\$3,600.00
	19.6		\$35,000.00

Lower Canyon Hazardous Fuels Treatments

Unit ID	Acres	Estimated Cost/ Acre	Total Cost
L	23.4	\$1,800.00	\$42,120.00
M	13.5	\$2,400.00	\$32,400.00
N	4.8	\$0.00	\$0.00
	41.7		\$74,520.00

Estimated Grant total: \$170,970.00



Legend




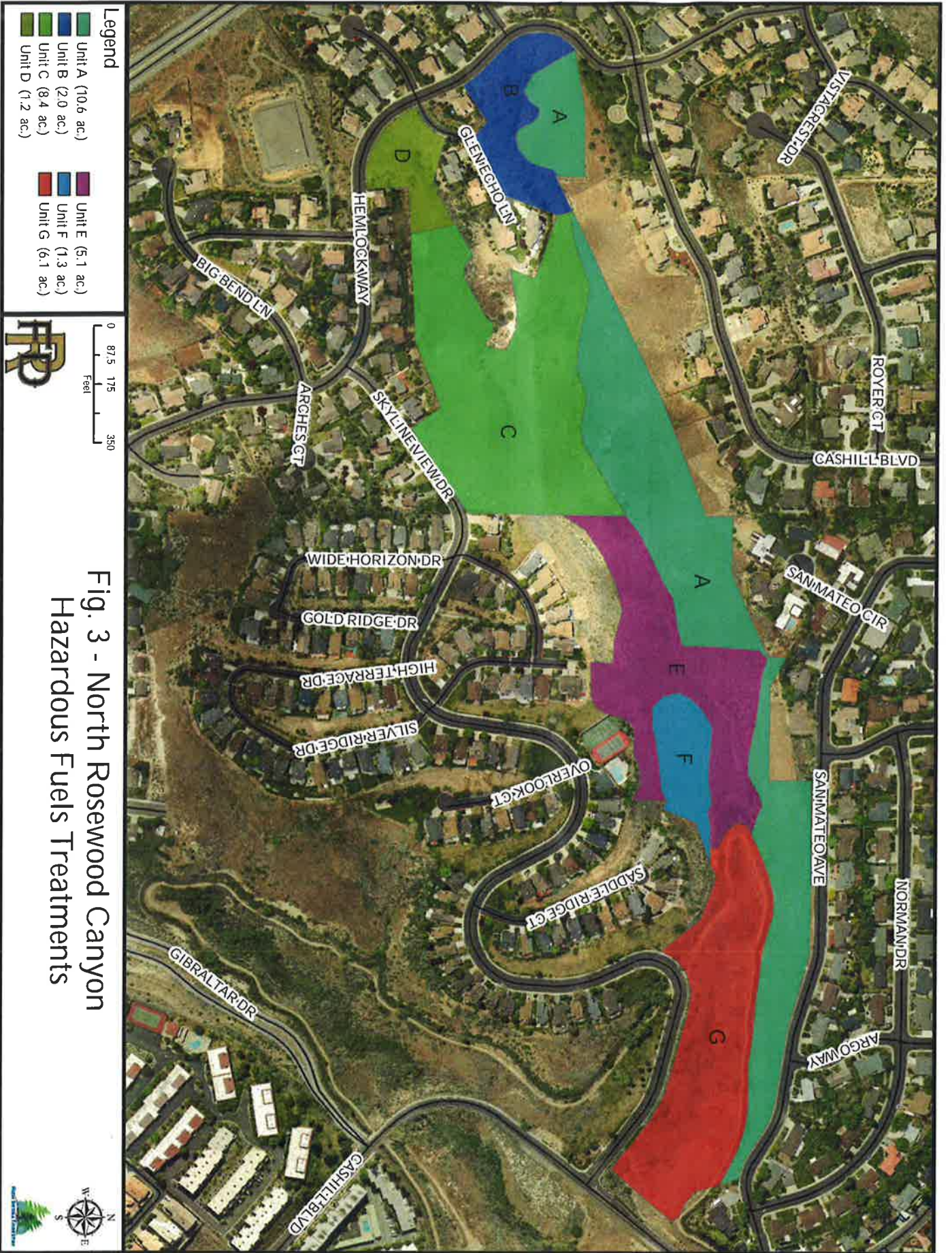
-  Lower Canyon (44.3 ac.)
-  North Canyon (36.4 ac.)
-  South Canyon (20.0 ac.)



Fig. 1 - Rosewood Canyon

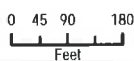






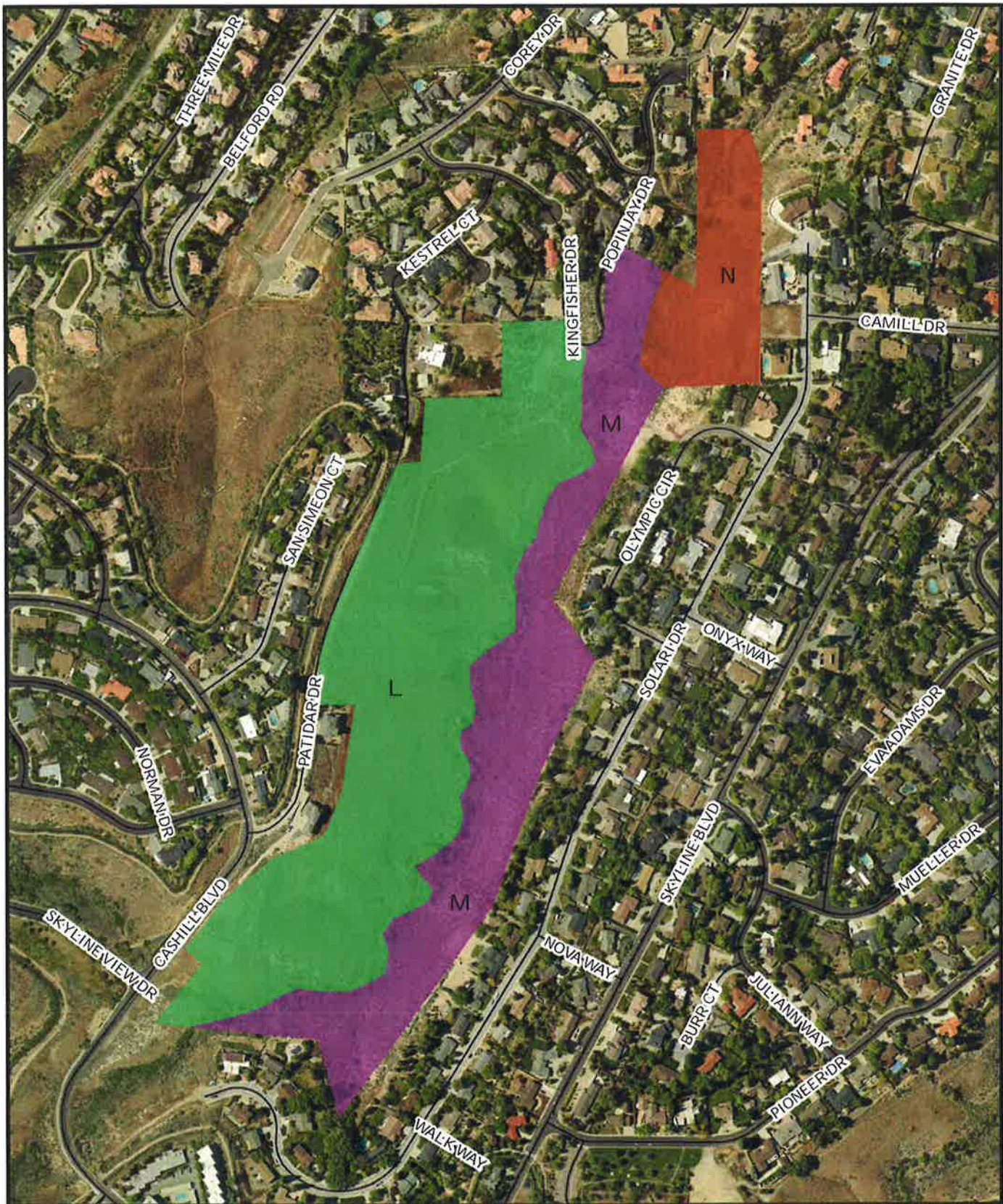
Legend

- Unit H (8.7 ac.)
- Unit I (7.2 ac.)
- Unit J (1.3 ac.)
- Unit K (2.4 ac.)



**Fig. 4 - South Rosewood Canyon
Hazardous Fuels Treatments**





Legend

- Unit L (23.4 ac.)
- Unit M (13.5 ac.)
- Unit N (4.8 ac.)

0 120 240
Feet



Fig. 5 - Lower Rosewood Canyon
Hazardous Fuels Treatments



Figure 6: - Pictures of the equipment that could be used to complete the hazardous fuels reduction. There are just a representation of the types of equipment, not the actual equipment that will be used.



Figure 6.1 – Boom mounted masticator. Allows operator to grind up brush with pin point accuracy, while minimizing the environmental impact.



Figure 6.2 – Tracked Chipper. Allows for the chipping of material on-site, reducing the man hours involved with dragging material. This type of equipment still has slope limitations.

Figure 7: The following pictures are of various units throughout the project area.



A. Unit A – 10.6 acres - South facing slope with sparse vegetation. There is not enough fuel to warrant treatment. No treatment needed.



Unit B - 2.0 acres - North facing slope with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. Reduce fuel loading by 50% using hand crews. All cut material will have to be taken up to Hemlock Way or Glen Echo Lane for chipping. Only remove dead and dying vegetation from the riparian zone.



Unit C - 8.4 acres - North facing slope with a continuous fuel bed. This area is going to be reduced by 50% using a combination of mastication and hand crews. This area requires a boom mounted masticator (i.e.. excavator) due to the increased slope. It would also be possible to get a tracked chipper into the area to reduce all cut fuel to chips. There is a small patch of White top (*Lepidium latifolium*) that will need to be cut prior to seed set, then once it sprouts again, sprayed with a herbicide to kill the root system.



Unit D - 1.2 acres - Steep slopes with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. One dead juniper in the riparian zone that will be left for perching birds. All work will be done by hand, with the material coming up to Hemlock Way for chipping. Reduce current fuel loading by 50%, only removing dead and dying in the riparian zone.



Unit E - 5.1 acres - Steep north facing slope with heavy fuel loads. The fuels will be reduced by 50% using hand crews. It would be possible to get a tracked chipper to the bottom of the canyon. This would require all cut material to be moved down the steep slope for the chipper to reduce to chips and broadcast back onto the hillside. All chip piles should be no more than 6 inches in depth. If a tracked chipper is not used, a tracked masticator would be able to masticate all the cut material near the bottom of the canyon.



Unit F - 1.3 acres - Very scattered fuels, no more than 14 inches tall. No treatment needed.



Unit G - 6.1 acres - This area is on the inside of the Steamboat ditch. There is a heavy accumulation of cut, dead material lining the road of the ditch. All of the area will be treated using hand crews due to lack of access and steep slopes. All material will have to be moved up hill to the road, where it can be chipped and the chips broadcast back down into the canyon.



Unit I - 7.2 acres - This area is on the inside of the Steamboat ditch. There is a heavy accumulation of cut, dead material lining the road of the ditch. All of the area will be treated using hand crews due to lack of access and steep slopes. All material will have to be moved up hill to the road, where it can be chipped and the chips broadcast back down into the canyon.



Unit J - 1.3 acres - North facing slope with a bunch dead and downed vegetation. The majority of the dead vegetation seems to have come from the adjacent homeowners. This area will have to be treated by hand, with all the material coming down the hill to the ditch road. Since this area is on the opposite side of the ditch from the road, the ditch will have to be empty so the material can be moved through the ditch. There will have to be no material left in the ditch and the banks of the ditch returned to the condition they were in prior to any work being done.



Unit L - 23.4 acres - Southeast facing slope with continuous vegetation, mainly sagebrush, approximately 16 inches tall. This area would be best treated with a boom mounted masticator, removing 50% of the fuels utilizing a mosaic pattern. Machinery should always work across the slope, as not to create vertical paths that could lead to increased erosion. Access to the area is from Patidar Drive.



Unit M - 13.5 acres - Northwest facing slope with continuous vegetation along steep slopes reaching 60%. There is a small bench just above the creek that would allow all cut material to be moved downhill to a tracked chipper. All material will be chipped and broadcast back onsite with a chip depth not to exceed 6".

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE
CITY OF RENO
AND
EUREKA MILL COMPANY, LLC

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation (hereinafter referred to as "City") and Eureka Mill Company, LLC. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the attached proposal for City of Reno RFP 2022-06 'Rosewood Canyon Fuel Mitigation';

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. PROFESSIONAL STANDARDS. The Contractor shall provide services and deliverables as described in the City of Reno RFP 2022-06 'Rosewood Canyon Fuel Mitigation' attached herein as **Attachment A**. 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. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.

3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of contract.

4. CONTRACT TERM. This Contract becomes effective when fully executed by all parties and will terminate on June 30, 2023, unless sooner terminated by either party as specified in this Contract. The City Council authorizes the City's Director of Finance to engage and enter into an additional one-year extension.

5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

City: City of Reno
David Cochran, Fire Chief
1 East First Street, 4th Floor
Reno, NV 89501

If by mail:
P.O. Box 1900
Reno, NV 89505

With An Additional Copy To:
Reno City Attorney
P.O. Box 1900
Reno, NV 89505

Contractor: Eureka Mill Company, LLC
Attn: Amy Kelley
20 Calaneva Dr.
Crystal Bay, NV 89402

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$76,950.00 per Attachment A.

7. INCORPORATED DOCUMENTS – PROPOSAL. The parties agree that the scope of work shall be specifically described in Attachment A. No substantial changes to the scope of work may be made without prior written approval of both City and Contractor.

8. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), 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 Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later.

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. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party for any reason or no reason.

b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

11. REMEDIES. Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed the contract price. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 Contract after the intervening cause ceases.

14. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including,

without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

16. INSURANCE AND BONDS. Per Attachment A, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.

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 CGL policy, if non owned and hired auto liability are included. The Contractor 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.

Upon request, Contractor shall deliver to the City evidence of worker's compensation as required by the State of Nevada.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal licenses, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

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

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION. 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 the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

Additionally, neither Party may use the other party's name, logo, likeness or image for any purpose including but not limited to any marketing or advertising purpose.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

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

EUREKA MILL COMPANY LLC

By: _____
Title:

Date: _____

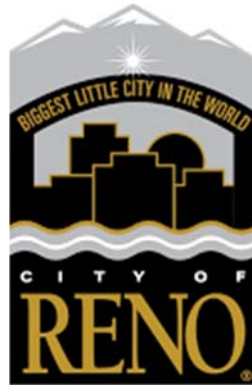
CITY OF RENO

By: _____
Doug Thornley, City Manager

Date: _____

APPROVED AS TO FORM

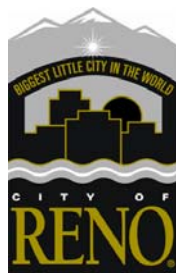
By: _____
Robert F. Bony
Deputy City Attorney



Cover Sheet for Request for Proposal
RFP #2022-06 Rosewood Canyon Fuel Mitigation

If you are submitting a Bid or a Response to a Request for Qualifications, please utilize our [online portal](#).

CITY OF RENO
Purchasing Division
P.O. Box 1900
Reno, NV 89505
(775) 326-6658
(775) 334-2409 fax
woodm@reno.gov



Date: October 25, 2021

Request for Proposal No.
2022-06

THIS IS NOT AN ORDER

INVITATION AND ADVERTISED REQUEST FOR PROPOSAL

Sealed RFPs will be received until 3:00 pm via our [online portal](#) on 11/30/2021. Said RFPs shall be publicly opened and names read aloud at 3:05 pm 11/30/2021.

Marcie Wood, Purchasing Technician

The City of Reno is currently accepting sealed proposals for Rosewood Canyon Fuel Mitigation. It is the express intent of this RFP solicitation to award to the lowest responsive, responsible Proposer(s) to provide services/ equipment to the City of Reno. If the Proposer proposes to provide services/equipment other than specified so as to make it conform to performance standards, a complete and detailed description must be included as part of the RFP showing each proposed modification. All deviations from the specified scope of services must be completely described. Attach more sheets and label appropriately if needed. The City of Reno shall determine if any information submitted shall be deemed necessary to the successful completion of the project within “NO SUBSTITUTIONS” category.

This solicitation is made in compliance with Nevada Revised Statute §332. Any appeal and or protest shall be in conformance with §332.068 and the protest requirements stated in this RFP.

Questions regarding the Request for Qualifications shall be submitted via the [online portal](#) under the Questions Tab.

Per the attached Terms, Conditions, and Requirements

Firm Name _____	In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 31 pages of this Request for Proposal.
Address _____	
City _____	
State _____ Zip _____	
Telephone _____	Signature _____
Fax _____	Print Name _____
E-Mail _____	Print Title _____

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REQUEST FOR PROPOSAL PROCESS AND RULES

1. Request for Proposal Schedule

RFP Released	10/25/2021
Last Day to Submit Questions	11/8/2021 3:00 pm
All Addendums to be Posted to reno.gov by	11/9/2021 5:00 pm
Sealed Proposals Due to City of Reno	11/30/2021 3:00 pm
Implementation	TBD

The City of Reno reserves the right to modify this schedule at the City's discretion. Notification of changes in the Request for Proposal, due date, and deadline for questions will be posted on the City website at reno.gov and our [online portal](#) or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

Description of Scheduled Events

Deadline For Questions – The deadline for any questions concerning the Request for Proposal is 11/8/2021 at 3:00 pm local time. Any questions submitted after the deadline will not be responded to.

All Addendums to be Posted by – All addendums to the Request for Proposal shall be posted to the City's website at reno.gov and our [online portal](#) no later than 5:00 pm local time on 11/9/2021. All proposals submitted for this Request for Proposal **must** have all addendums attached and acknowledged. Any proposal that does not include the addendums will be rejected.

Sealed Proposal Due to City – The due date for the sealed Request for Proposal response is 11/30/2021 at 3:00 pm local time. All proposals received after the date and time set for receipt shall be disqualified from consideration and thus deemed rejected. The City will not consider or be responsible for errant delivery or late performance by courier service.

2. Questions/ Clarifications

Questions regarding the Request for Proposal shall be submitted via the online portal under the Questions Tab. Questions should be submitted in accordance with the Request for Proposal Schedule. If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this, or any person shall not be relied upon unless subsequently ratified by a

written addendum to this solicitation issued by the City. To determine whether any representations made require an addendum be issued, please contact Marcie Wood, Purchasing Technician, at (775) 326-6658.

It is the City's intent to allow submitters sufficient time to submit questions and seek clarification on the RFP.

All responses to inquiries will be electronic and will be provided to all prospective submitters who have downloaded the RFP from our online portal based on the Proposal Schedule to ensure that the answers can be sent and received by the prospective submitters for their consideration prior to the date submissions are due.

3. Addendums

All addendums to this Request for Proposal shall be issued by the City of Reno in writing. Material changes affecting the material or the Proposer's cost estimate shall have no standing with the City of Reno if not sanctioned by written addendum.

4. Exceptions

A Proposer who believes RFP specifications are unnecessarily restrictive or limit competition may submit such on the Exceptions page of this RFP documents. All Exceptions will be considered in the RFP evaluation.

The City of Reno will promptly respond in writing to each written objection and where appropriate, issue all revisions, substitutions, or clarifications via addenda. Objections of technical or contractual requirements shall include the reason for the objections, supported by documented factual information and any proposed changes to the requirements.

5. Request for Proposal Receipt and Opening Time

The City of Reno is limiting social interactions. Therefore, at this time, this RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 11/30/2021.

Late RFPs shall be disqualified from consideration.

Sealed RFPs shall be opened at City of Reno Purchasing Division Offices at 3:05 pm, 11/30/2021.

6. Preparation of RFP

Proposer shall examine all specifications, specific instructions, and terms and conditions of the Request for Proposal. Failure to do so will be at Proposer's risk.

Any addenda issued shall forthwith become an integral part of the RFP. Proposer shall be required to acknowledge receipt of the same by signing and returning the addenda with the original RFP document.

Proposer shall furnish the required information typed or written in ink.

The person signing the RFP must initial erasures or other changes in ink.

In the space provided, a duly authorized representative of the RFP firm shall sign the RFP document.

Proposer shall proofread RFP carefully for errors.

Prices quoted shall be F.O.B. destination within the Reno/Sparks general area and shall be inclusive of all costs and exclusive of Federal and State taxes.

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered “optimum”. However, a Proposer deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this RFP solicitation. Alternate RFP proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures, literature specifications or a combination thereof. The City’s decision with respect to equivalents shall be final.

7. Submission of Request for Proposal

Proposer shall sign and return the ENTIRE RFP DOCUMENT.

The City of Reno is limiting social interactions. Therefore, at this time, this RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 11/30/2021.

The City will only accept submissions via our [online portal](#).

Prices offered shall **only** be considered if they are provided in the appropriate space(s) on the RFP schedule. For consideration, any additions or deductions to the RFP prices offered must be shown under the exception section of the RFP. Extraneous numbers, prices, comments, etc. appearing elsewhere on their RFP shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the RFP results to those Proposers requesting such, provided that a stamped, self-addressed envelope is included with the Proposer’s response.

8. Late RFP

A RFP received after the receiving time specified shall be rejected and marked “LATE RFP – DO NOT OPEN.”

PROPOSERS PLEASE NOTE THAT THE RECEIVING TIME IS DIFFERENT FROM THE OPENING TIME.

9. Withdrawal of RFP

A RFP may be withdrawn by written notice, provided such a notice is received prior to the date and time set for the RFP opening.

A request for withdrawal of RFP received after the scheduled RFP opening will not be considered.

10. Joinder Provision

In accordance with the provisions of NRS 332.195, certain other public entities may participate in this joinder procedure for agreements unless otherwise stipulated under the exceptions section of this RFP. Other local governmental agencies may join in a resultant award from this Request for Proposal with the permission of the successful Proposer and the City of Reno.

Any joinder entity shall have all the rights as stipulated for the required services in accordance with the procedures of the Accounting and Purchasing Departments of the public entities involved.

Within the scope of this Request for Proposal, the City of Reno shall be held harmless in any and all transactions between the Proposer and the other participating governmental entities.

The Proposer shall acknowledge the joinder process and shall acknowledge the City of Reno as the situs of the RFP procedure.

11. Specifications

Please see the Scope and Requirements on page 22.

12. Specification Restrictions

The herein contained technical information shall in no manner be construed as restrictive as to the manufacturer, process or point of origin. References appearing restrictive shall be deemed inadvertent or employed as a descriptive device to delineate as to the quality, or configuration.

Offers made as an alternate to those specified shall be given consideration in the RFP evaluation process PROVIDED said alternatives shall be fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Proposer's response.

The City of Reno shall solely determine the acceptability of all offerings.

13. Exceptions to Specifications

Utilizing space provided on the RFP Schedule, Proposers shall note any and all exceptions to the specifications and/or terms and conditions contained herein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.

Failure to note exceptions on the RFP Schedule shall be interpreted that the Proposer will perform in the manner described and /or specified in this Request for Proposal.

The City of Reno reserves the right to accept or reject any and all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to the City of Reno.

14. References

In the space provided in this RFP, Proposers shall provide verifiable references for **Rosewood Canyon Fuel Mitigation, RFP # 2022-06** as specified in this Request for Proposal.

For the references listed, please give the following information:

Name of entity

Name, phone number and contact person within the above listed organization

Type of product/service provided

Failure to provide references may result in rejection of the Proposer's response

15. Guarantee/Warranty

The successful Proposer shall agree to replace and or redo, at no cost to the City of Reno, any products or services purchased as a result of award of this Request for Proposal, if that product/service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper handling by the successful Proposer.

In the space provided on the RFP Schedule, Proposer shall provide the nature and limitations of the guarantee/warranty that shall apply to **Rosewood Canyon Fuel Mitigation, RFP # 2022-06**.

16. Tax Exemption

The City of Reno is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The City is specifically limited in its payment of sales tax per NRS 372.325. No additional taxes may be added or "passed through" as a result of any agreement.

17. Pricing

Proposers shall provide prices for **Rosewood Canyon Fuel Mitigation, RFP # 2022-06** on attached cost sheet Attachment B.

Pricing shall be inclusive of ALL COSTS such as per diem, travel time, hotel costs and all other expenses relating to the products/service purchased

Prices shall be exclusive of all Federal and State of Nevada sales, use and/or excise taxes.

18. Discount and Payment Terms

Prompt payment discounts and payment terms shall not be considered in recommending the RFP award if less than twenty (20) days.

The City of Reno normal payment terms are “Net 30 days”. If the Proposer wishes to take exception with the terms as stated, an exception must be stated in the Exception Section of the Request for Proposal.

The beginning of the discount and/or payable period will be computed from the date of satisfactory completion of services, and/or the date of receipt of a correct invoice by the City of Reno accounts payable department, whichever is later. Payment is deemed made as of the date on the City of Reno warrant.

19. Billing

The successful Proposer shall invoice the City of Reno and reflect the purchase order number, be itemized and show the name of the authorized individual who placed the order. Original or copy with authorized signature is required.

All original billings should be addressed to:

City of Reno
P.O. Box 1900
Reno, NV 89505
Attention: Accounts Payable

A copy of the billing should also be sent to the ordering department.

20. RFP Evaluation

RFPs shall be evaluated with considerations being price, responses to questions posed within the RFP document related to process, references and on the basis of conformance to specifications, terms and conditions of the Request for Proposal as stated herein.

21. Cancellation

The City of Reno reserves the right to cancel a resultant Agreement upon thirty (30) days written notice.

Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno.

In the event successful Proposer does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel the resultant agreement and to assess cover charges for any difference between the original RFP price and the cost to procure said product/service from an alternate source.

In the event that successful Proposer shall default or is terminated for default, they shall not be considered a responsible Proposer for **Rosewood Canyon Fuel Mitigation, RFP # 2022-06** and shall be recommended to the Reno City Council, for debarment from doing

business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

22. Termination

The resultant contract may also be terminated upon thirty (30) days written notice by the City of Reno without cause.

23. Assignment

No Assignment of any agreement resulting from this award of this RFP shall be allowed, including the right to receive payment, without the express written permission of the City of Reno.

This Section Left Intentionally Blank

REFERENCES

In the space provided below, Proposers shall provide the name, address, telephone number and contact person of the customers for whom they have performed for as described in this Request for Proposal. References cannot be a current or former City of Reno employee or a division of the City of Reno.

Name, Address, Phone #, Contact Person

- 1. _____

- 2. _____

City of Reno Business License Number and Expiration date_____

Reno Municipal Code, Section 4.04.020 requires that any business operating within the City of Reno is required to possess a valid City of Reno business license. Be advised that upon award of a contract/agreement to perform services for the City of Reno, a current business license must be in your possession before commencing business.

Minority Status: Has this firm been certified as a minority, women-owned or disadvantaged business enterprise by any governmental agency? ___Yes ___No if yes, please specify government agency: _____
Date of certification: _____

The above is for information only. The City of Reno encourages minority business participation; however, no preference shall be given.

Notice to disabled persons: The City of Reno will make reasonable accommodations for disabled persons who wish to submit RFPs or attend a RFP opening by contacting Marcie Wood prior to the RFP opening date.

Debarment and/or Suspension: As required by Executive Order 125.49, Debarment & Suspension, and implemented at 34CFR Part 85, the Proposer certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any Federal Department or Agency.

Pursuant to NRS §332.065, this RFP requires that a written certification be included certifying that the proposing company is not currently engaged in, and agrees for the duration of any contract entered into with the City of Reno to not engage in, a boycott of Israel. Accordingly, the [proposing/bidding] company hereby certifies they are not currently engaged in, and agree not to engage in for the duration of this contract entered into with the City of Reno, a boycott of Israel. _____Yes _____No

Printed Name & Position

Signature

GENERAL TERMS AND CONDITIONS

1. Notice of Rights

- The City of Reno reserves the right to reject any or all proposals or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and RFP documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of RFP opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. RFPs identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno may require a full demonstration of any item RFP at vendor's expense.

2. Preparation of RFPs

- RFPs must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Proposers are expected to examine these documents carefully. Failure to do so will be at the Proposer's risk.
- RFPs should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the RFP documents attached hereto should be brought to the attention of the Purchasing Technician as soon as possible so that corrective addenda may be furnished to all Proposers.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the RFP.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted RFP. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. **Any pricing information being offered MUST either be submitted on the RFP document cost sheet (if one is provided) or specifically detailed on the "Exception Page". Pricing information offered in other areas of the RFP package WILL NOT be considered.**

Proposers shall note that alterations in the RFP language shall be cause for RFP

rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.

All prices quoted shall be F.O.B. destination. No additional charges for freight, packaging, handling, etc., shall be allowed.

Proposers are instructed to complete the requested information fully, i.e., pricing, RFP schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for RFP rejection. If additional space is needed, attach additional sheets referencing the appropriate section.

3. Award of Contract

- A. The City of Reno will award the contract on the basis of the RFP or RFPs most advantageous, in addition to price, the City may consider the following;
 - a. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
 - b. Whether the Proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
 - c. The character, integrity, reputation judgment, experience and efficiency of the Proposer;
 - d. The quality of performance on previous contract;
 - e. The previous compliance of laws by the Proposer;
 - f. The financial responsibility of the Proposer to perform the contract or provide the service;
 - g. The limitations of any license the Proposer may be required to possess;
 - h. The quality, availability, and adaptability of the product or service;
 - i. The ability of the Proposer to provide future maintenance and service;
 - j. The number and scope conditions attached to the RFP;
 - k. The life-cycle, maintenance and performance of the equipment or product being offered; and
 - l. Or any other basis as allowed by law.
- B. A purchase order, mailed or otherwise furnished by the Purchasing Division to the successful Proposer, is a binding contract without further action by either party.
- C. The Purchasing Division will notify all unsuccessful Proposers of the RFP results, and will return with such notice any surety held for bonding.
- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The technical specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict RFPs, evaluation of RFPs, and recommendation for award of the material to specific manufacturer or from a specific point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant RFP evaluation

PROVIDED:

1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions.
 2. However, the City of Reno shall reserve the right and privilege to accept or reject any or all RFPs offered, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. Performance standards shall be construed that Proposer shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

4. Funding Out Clause

In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the City of Reno free from any charge or penalty.

5. Default of Contract

- A. In case of default by the contractor (successful Proposer), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- C. Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified in the RFP may be considered cause to commence with proceedings against any surety held with the RFP, or assess a penalty equal to five (5) percent of the total RFP price.

6. Appeal by Unsuccessful Proposer

- A. Proposer may appeal a pending RFP award prior to award by the Reno City Council as established in NRS 332.068.
- B. Proposer must submit a written appeal in accordance with the requirements set forth herein to the Purchasing Technician within five business days from the date of the letter notifying of intent to award the RFP.
- C. The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract with the Purchasing Division in order to have their appeal heard by the

City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal.

- D. The route of appeal is the Finance Director and City Manager, or designee, and must be followed sequentially.
- E. No RFP protests will be heard by the Reno City Council unless the Proposer has followed the appeal process route.
- F. Claims Against Protest Bonds:

The City shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

G. Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any RFP information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester. At a minimum the estimate of the basis of potential claims shall include:

1. If relevant, the date the current contract expires.
2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
3. If relevant, the cost per year to complete the solicitation's anticipated work with City staff, equipment and materials.

4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.
6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest
9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
12. Disclosure of any other anticipated consequential financial damages

7. Bonds Required

Each RFP shall be accompanied by a certified or cashier's check, or **RFP bond**, in the amount of five percent (5%) of the total amount RFP, payable to the City of Reno, Nevada, as a penalty in the event the Proposer does not, within ten (10) working days after receipt of written notice that the contract has been awarded, enter into a contract with the City of Reno in accordance with this RFP. The successful Proposer may be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract insuring faithful performance of all terms of this RFP. All bonds shall be subject to the approval of the Reno City Attorney.

8. Insurance Requirements

Successful Proposer(s) shall procure and maintain Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A.VII or above. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.

Successful Proposer(s) shall, upon request, deliver to the City of Reno evidence of worker's compensation as required by the State of Nevada.

DISCLOSURE OF PRINCIPALS

Please print or type

_____ Company Name	_____ Telephone Number with area code
_____ Street Address	_____ Fax Number with area code
_____ City, State and Zip Code	_____ Federal Tax Identification Number

Names of Officers or Owners of Concern, Partnership, Etc

_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code
_____ Name	_____ Official Capacity
_____ Street Address	_____ City, State and Zip Code

I/ we hereby certify the Instructions and Terms and Conditions have been read and agree to:
(Print)

_____ Address

_____ Phone

_____ Fax

Representative _____
Print Name

_____ Signature

Vendor acknowledges 31 pages of this RFP. Date _____

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ATTACHMENT A

SCOPE AND REQUIREMENTS

RFP #2022-06 ROSEWOOD CANYON FUEL MITIGATION

PROJECT SUMMARY:

The City of Reno is seeking proposal to reduce hazardous fuels located in the Rosewood Canyon. Due to the size of the Canyon, the scope is broken down into three areas; North Rosewood Canyon, South Rosewood Canyon, and Lower Rosewood Canyon. The City intends to select one or more firms to provide the required services.

HISTORY:

A hazardous fuels mitigation plan was conducted by High Sierra Forestry through a grant in 2014. A second Cooperative Forestry Assistance Grant was awarded Through the Nevada Division of Forestry for completion of the project based on that fuels mitigation plan. The plan has been modified to account for natural mitigation caused by the Pinehaven Fire in 2020.

TERMS OF CONTRACT:

This Agreement shall remain in effect from the date it is approved and executed by all parties (“Effective Date”) until June 30, 2023, unless terminated sooner pursuant to the Agreement. Upon review by the City, and in the event extension is in the best interests of the City and contractor is found to be in full compliance with all terms of the Agreement. Contractor may be granted by the Fire Chief a 1 year extension of the term. Extension may be made contingent upon the City and Contractor arriving at any additional mutually agreeable terms. Contractor must provide a written request of its desire to extend the term of this Agreement at least two (2) months prior to the end of the term.

PROJECT AREA:

The area considered for this project is illustrated in Figure 1. The upper two canyons (North and South Canyon) are bordered on the North by San Mateo Ave and Cashill Blvd., and on the south by Gibraltar Drive. The western boundary is Hemlock Way. The Lower Canyon is bordered on the south and east by Solari Dr., on the west by Cashill Dr. and Patidar Dr., and a northern boundary of Popnjay Dr. The lower part of Rosewood Wash is not included in this proposal.

PROJECT AREA OWNERSHIP (figure 2):

The needed fuel treatment areas are owned by six different entities as listed in the following table:

OWNER	Acreage	% of project area
CAUGHLIN RANCH HOA	1.2	1%
CITY OF RENO	47.8	48%
HIGHLANDS HOA	4.4	4%
OWNERS OF EASTRIDGE 2	15.9	16%
SKYLINE VIEW ASSOCIATION	27.6	27%
WRAY	3.7	4%
Total	100.6	

MITIGATION STRATEGIES:

North Rosewood Canyon (figure 3):

- A. 10.6 Acres – South facing slope with sparse vegetation. There is not enough fuel to warrant treatment. The Pinehaven fire already mitigated much of this area.
- B. 2.0 acres – North facing slope with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. Reduce fuel loading by 50% using hand crews. All cut material will have to be taken up to Hemlock Way or Glen Echo Lane for chipping. Only remove dead and dying vegetation from the riparian zone.
- C. 8.4 acres – North facing slope. Most of this area was naturally mitigated by the Pinehaven fire. Several dead trees (approximately 25) will need to be removed as they were either heat damaged or not totally consumed by the fire.
- D. 1.2 Acres – Steep Slopes with a continuous fuel bed consisting of sage brush, rabbit brush, native perennial grasses, and a few scattered juniper trees. All work will be done by hand, with the material coming up to Hemlock Way for chipping. Reduce current fuel loading by 50% only removing dead and dying in the riparian zone.
- E. 5.1 acres – Steep north facing slope. The Pinehaven fire already mitigated this area. Only remove the dead trees (approximately 5) that were either heat damaged or not totally consumed by the fire.
- F. 1.3 acres – Very scattered fuels, no more than 14 inches tall. No treatment needed.
- G. 6.1 acres – This area is on the inside of the steamboat ditch Most of this area was naturally mitigated by the Pinehaven fire. Several dead trees (approximately 15) will need to be removed as they were either heat damaged or not totally consumed by the fire. Dead material will have to be moved up hill to the road by hand crews where it can be chipped and reapplied to the canyon.

South Rosewood Canyon (figure 4):

- H. 8.7 acres – south facing slope with sparse vegetation. There are some isolated islands of fuel There are some isolated islands of fuel that offer wildlife habitat and cover. Not large enough to warrant any fuel reduction at this time.
- I. 7.2 acres – This area is on the inside of the Steamboat ditch. Heavy accumulation of cut, dead material will have to be moved up hill to the road by hand crews where it can be chipped and reapplied to the canyon.
- J. 1.3 acres – North facing slope contains dead and downed vegetation. This area will have to be treated with hand crews, with material coming down the hill to the ditch road.

- K. 2.4 acres – The area has scattered fuels with slight slopes less than 20%. This area could utilize a hand crew or be masticated with a boom mounted masticator, leaving the resulting chips on site, at a depth not to exceed 4 inches.

Lower Rosewood Canyon (figure 5):

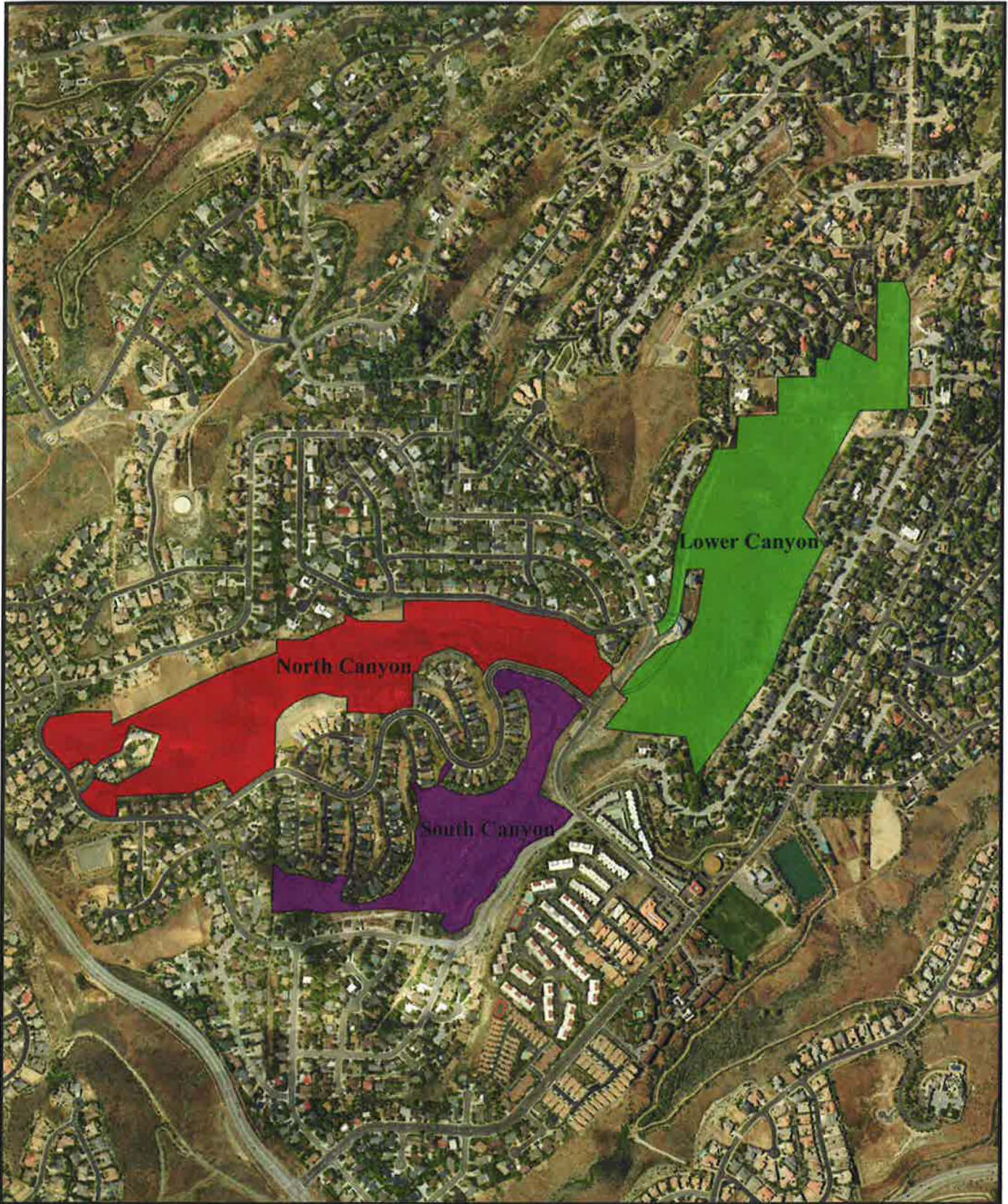
- L. 23.4 acres – This area was treated by goats last spring but fuel load will grow back, mainly sagebrush to over 16 inches tall. This area would be best treated with a boom mounted masticator, removing 50% of the fuels utilizing a mosaic pattern. If machinery is used, it should work across the slope, as not to create vertical paths that could lead to increased erosion.
- M. 13.5 acres- Northwest facing slope with continuous vegetation along steep slopes reaching 60%. Fuel mitigation in this area should utilize a hand crew and material chipped and reapplied to canyon (chip depth not to exceed 6 inches).
- N. 4.8 acres. Northwest facing slope with very light fuels at this time. Goat mitigation used last spring. Not large enough to warrant any fuel reduction at this time.

Erosion Control:

The project area has some very loose sandy soils. These soils are highly erodible, so erosion control will be a key ingredient to a successful project. In units where machinery is used, travel across the slope as much as possible, and any tracks going vertical up and down the slope will need to be rehab once work is complete. Rehab will consist of raking out any tracks, returning the soil to a natural elevation, and if needed create small dips running across the tracks to divert any runoff off the tracked area and into vegetation, giving the water a chance to infiltrate the soil.

Wildlife:

There are many species of birds and animals that frequent Rosewood Canyon. This project is not going to treat the bottom of the channel where many of the animals find cover. By cutting and masticating the existing brush, it will allow new growth to take place. Most animals don't forage on older/ decadent brush, they prefer to have fresh young growth that is easier to eat and digest. As the treatment is happening, some animals will be displaced for a short time, but there should be no long term impacts to the wildlife in the area. The brush which is left will partially be determined by species, with bitter brush as a highly valuable species. Bitter brush is a staple forage for mule deer in the winter, consisting of 90% of their diet.



Legend

- Lower Canyon (44.3 ac.)
- North Canyon (36.4 ac.)
- South Canyon (20.0 ac.)

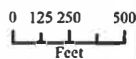
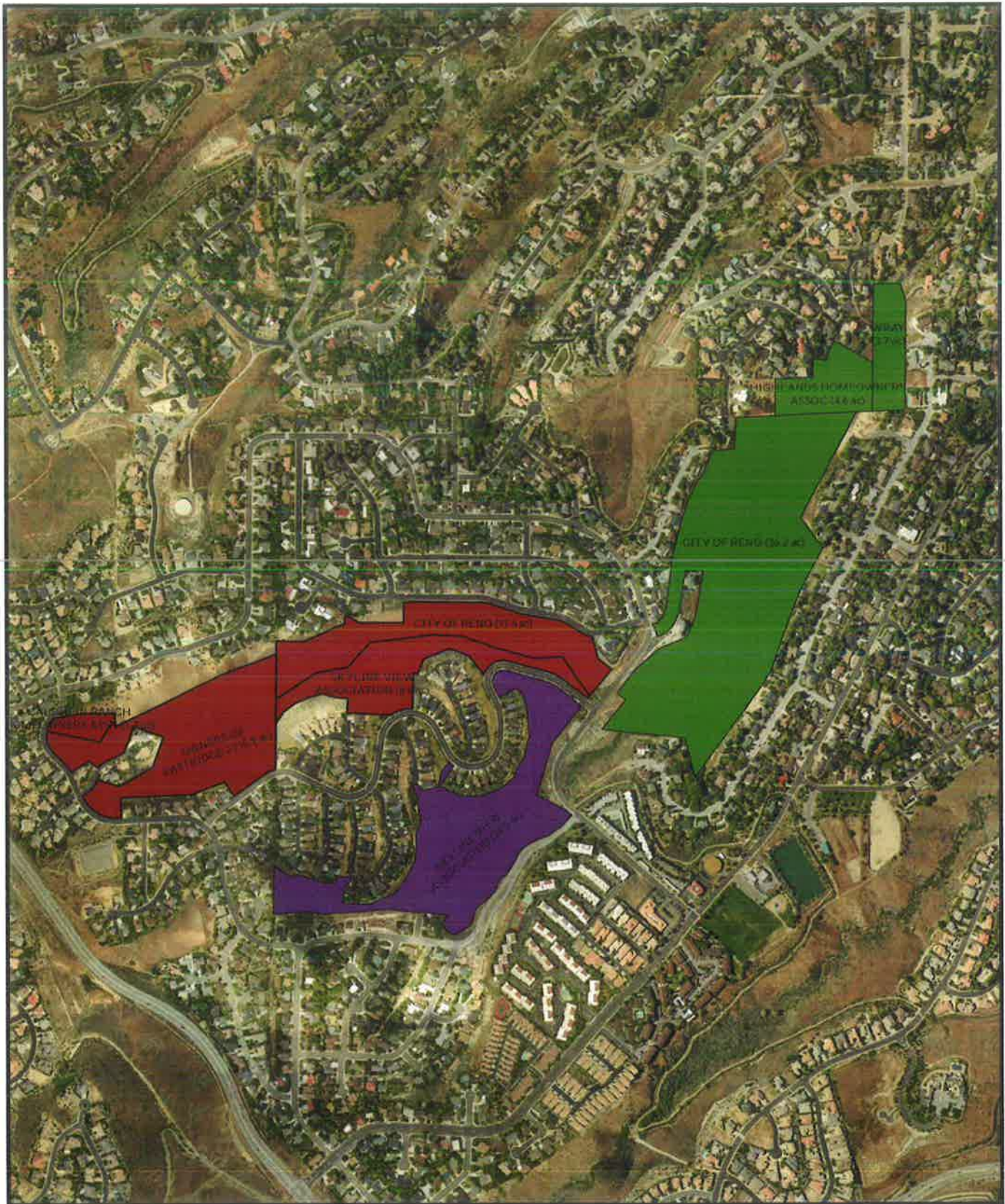


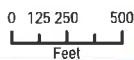
Fig. 1 - Rosewood Canyon





Legend

- Lower Canyon (44.3 ac.)
- North Canyon (36.4 ac.)
- South Canyon (20.0 ac.)










**Fig. 2 - Rosewood Canyon
Ownership Breakdown**





Legend

 Unit A (10.6 ac.)	 Unit E (5.1 ac.)
 Unit B (2.0 ac.)	 Unit F (1.3 ac.)
 Unit C (8.4 ac.)	 Unit G (6.1 ac.)
 Unit D (1.2 ac.)	

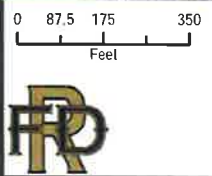


Fig. 3 - North Rosewood Canyon
Hazardous Fuels Treatments





Legend

- Unit H (8.7 ac.)
- Unit I (7.2 ac.)
- Unit J (1.3 ac.)
- Unit K (2.4 ac.)

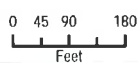
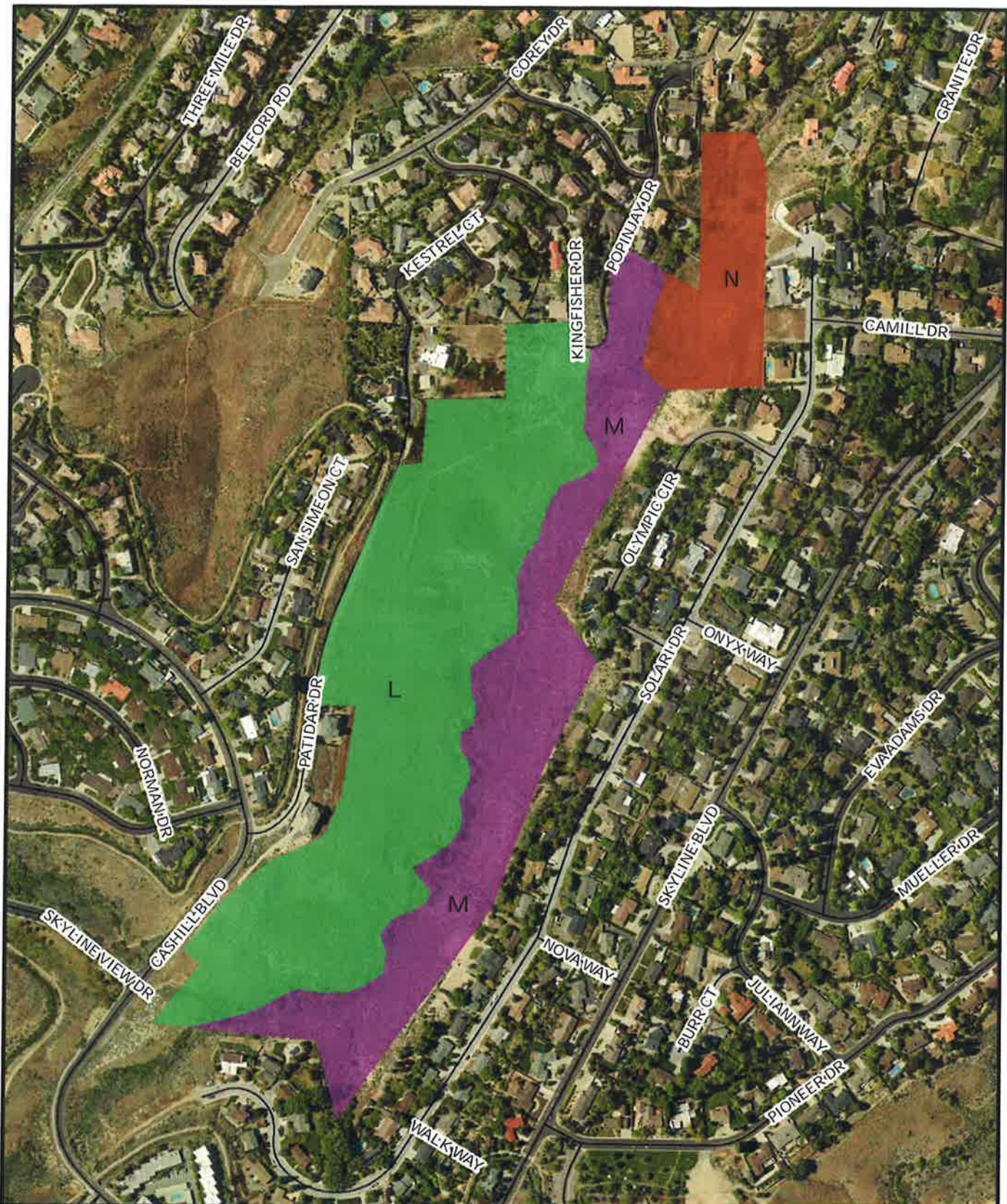


Fig. 4 - South Rosewood Canyon
Hazardous Fuels Treatments





Legend

- Unit L (23.4 ac.)
- Unit M (13.5 ac.)
- Unit N (4.8 ac.)

0 120 240
Feet



Fig. 5 - Lower Rosewood Canyon Hazardous Fuels Treatments



Figure 6: - Pictures of the equipment that could be used to complete the hazardous fuels reduction. There are just a representation of the types of equipment, not the actual equipment that will be used.



Figure 6.1 – Boom mounted masticator. Allows operator to grind up brush with pin point accuracy, while minimizing the environmental impact.



Figure 6.2 – Tracked Chipper. Allows for the chipping of material on-site, reducing the man hours involved with dragging material. This type of equipment still has slope limitations.

North Rosewood Canyon

Total Costs

South Rosewood Canyon

Total Costs

Lower Rosewood Canyon

Total Costs



Eureka Mill Company LLC
Attn: Amy Kelley
20 Calaneva Dr
Crystal Bay, NV 89402

December 9, 2021

Reference: RFP 2022-06 – Rosewood Canyon Fuel Mitigation

The City of Reno would like to thank you for your recent participation in RFP 2022-06 – Rosewood Canyon Fuel Mitigation.

After a review of the proposals presented for consideration, staff has determine to award a contract to Eureka Mill Company, LLC, as the most responsive and responsible bidder. Tray Palmer will be reaching out to you to discuss the contract. A check for your bid bond will be returned to you on 12/17/21.

Thank you again for your participation.

Marcie Wood
Purchasing Technician
City of Reno
1 East First Street
P.O. Box 1900
Reno, NV 89501
Finance Department
(775) 326-6658
woodm@reno.gov