

City of Carson City
Agenda Report

Item #6A

Date Submitted:

Agenda Date Requested: September 21, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department - Open Space

Subject Title: Action to authorize the Open Space Manager to sign a contract with Resource Concepts, Inc., for \$183,700.00 to complete Tasks 1 and 2 of the Natural Resources Conservation Service Waterfall Fire Rehabilitation Assessment Project, funded through a Natural Resources Conservation Service grant.

Staff Summary: The City has received a grant through the Nevada Resources and Conservation Service (NRCS) for the assessment and rehabilitation of private and City lands affected by the Waterfall Fire for a not-to-exceed amount of \$309,000. The grant calls for four tasks, with the first two being authorized by this action. These two tasks call for assessment and planning activities, while future tasks 3 and 4 involve design and construction of rehabilitation measures.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to authorize the Open Space Manager to sign a contract with Resource Concepts, Inc., for \$183,700.00 to complete Tasks 1 and 2 of the Natural Resource Conservation Service Waterfall Fire Rehabilitation Assessment Project, funded through a Natural Resource Conservation Service grant.

Explanation for Recommended Board Action: Mayor Teixeira and City Manager Ritter were successful in obtaining this earmark grant through the office of Senator Reid for the rehabilitation of City and private lands affected by the Waterfall Fire. The funding is being disbursed through the NRCS and totals \$309,000. The NRCS staff recommended that emphasis be placed on a plan to coordinate effective treatments. Staff used the RFQ process to obtain the services of a qualified firm to create a comprehensive analysis of the damaged resources on the watershed and to create a plan and design of projects to rehabilitate the watershed.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 625 and N.R.S. 332

Fiscal Impact: Task 1 - \$92,000 / Task 2 - \$75,000 / 10% contingency \$16,700

Explanation of Impact: The grant will cover 100% of the expenses on a reimbursement basis. There is not a match required.

Funding Source: Natural Resources Conservation Service - Waterfall Fire Rehabilitation Grant

Alternatives: Not to approve the contract

Supporting Material:

Scope of Work from Resource Concepts, Inc. (Pages 1-3)
Contract with Resource Concepts, Inc. (Pages 4-13)

Prepared By:

Juan F. Guzman
Juan F. Guzman, Open Space Manager

Date: 9, 8, 06

Reviewed By:

Roger Moellendorf
Roger Moellendorf, Parks & Recreation Director

Date: 9, 12, 06

Linda Ritter, acting
Linda Ritter, City Manager

Date: 9, 12, 06

Mike Singh
District Attorney's Office

Date: 9, 12, 06

Michelle Prosser
Finance Department

Date: 9, 12, 06

Board Action Taken:

Motion: _____

1: _____

Aye/Nay

2: _____

(Vote Recorded By)

Waterfall Fire Natural Resource Assessment and Action Plan
Project Scope and Cost Estimate

SEP 05 2006

CARSON CITY PARKS DEPT

Task 1. Watershed Current Condition Assessment**1a Agency and landowner Coordination and Project Management**

RCI will coordinate closely with each of the state, federal, and local agencies that have responsibilities in the fire affected area to assure that concerns are addressed and to facilitate program coordination between agencies. Coordination will also necessitate close involvement with private landowners within and adjacent to the project area. Efforts will be made to include the US Forest Service in the planning process to assure continuity in any proposed treatments per RCI findings in the affected area. RCI will also be available to assist Carson City in public information and outreach efforts when necessary.

RCI will coordinate closely with the City and appropriate agencies to provide ongoing information and findings to the effected landowners and managers within the waterfall fire treatment area. This will allow for early inputs from the landowners regarding specific concerns or needs. Inputs will be solicited based on the various land uses and the hazards and or risks identified. Landowner inputs regarding preferences will be considered throughout the planning process.

Deliverable/Outcome: Progress reports will be submitted monthly with invoices.

1b Review of Existing Data and GIS Mapping

All pertinent existing data will be compiled and analyzed by the project team to ascertain additional needs and to make most efficient use of the information during assessment and planning processes. Existing information includes, but is not limited to:

- | | |
|--------------------------|-----------------------------------|
| • Soils | • Trail Plan |
| • Vegetation | • Zoning |
| • 100 year floodplain | • Roads – access |
| • Forest Plan | • Wildfire Risk/Hazard Assessment |
| • Open Space Plan | • Slope Analysis Mapping |
| • Land Ownership | • Hydrographic Studies |
| • 2-ft contours | • Land Use Plan |
| • 1-ft aerial photos | • Water quality |
| • Noxious weed inventory | • Post-fire vegetation treatments |

Existing hydrology, soils, slope, and vegetation data will be analyzed to determine the appropriate method to quantitatively or qualitatively assess and describe sediment sources and the potential for sediment transport in the project area. All potential problem areas will be included on the base maps for detailed field review.

Deliverable/Outcome: Base maps and watershed information will be prepared for use in the field. The maps and information will be reviewed by the field teams and specialists prior to going into the field.

1c Field Analyses

The project team will utilize the information listed above and walk each of the impacted drainages and sub-watersheds to assess the stream zone damage. Damaged areas include serious erosion from headcuts, bank and bed erosion, landslides, drainage constrictions formed by debris, and other threats to the system. In addition to walking the watersheds, helicopter reconnaissance may be used. All or portions of the following sub-watersheds will be assessed:

- Ash Canyon
- Kings Canyon
- Combs Canyon
- Vicee Canyon
- North Kings Canyon
- C-Hill Drainages

Function: The assessment will include Proper Functioning Condition (PFC) assessment for the perennial creeks (Kings and Ash). Similar qualitative and quantitative analyses will be used for both the ephemeral and perennial drainages. The assessments will focus on identification of resource issues and solutions for non-functioning areas and areas at-risk.

Conceptual Solutions / Alternatives: While in the field, the teams will develop short and long-term solutions to improve water quality, drainage, flooding safety, and vegetation (including noxious weeds). The solutions will include recommendations for mechanical treatments, hard and soft erosion control structures, vegetation management, and appropriate management practices.

Success of existing efforts: RCI will review the conservation measures on-site that were applied during the post fire emergency stabilization efforts. This analysis will provide useful information on measures that 1) worked effectively to initiate stabilization; 2) failed; or 3) contributed to an existing problem. The RCI forest biologist, Josh Lynn, will identify areas of dead standing timber in need of treatment for safety purposes.

Deliverable/Outcome: The base maps will be hand marked with field notes for problem areas, solutions and alternatives, and notes regarding existing efforts. This information will be used directly for Task 2 described below.

Task 1 Cost Estimate: \$92,000

Task 2. Overall Implementation Plan

RCI will provide a report summarizing the findings of the team in their assessment of the project area. The report will include:

- ❖ A description of the current state of each of the sub-watersheds, with particular emphasis placed on stream morphology and man-made structures (culverts, drop inlets, etc.), geological hazards, vegetation cover and revegetation treatment success, fuel hazards, wildlife habitat, noxious weeds, and soil and forest health.
- ❖ Each site will be identified, GPS located, described and photographed.
- ❖ Alternatives for mitigation will be provided along with estimated costs.
- ❖ Treatment areas will be ranked by priority according to a set of goals and objectives developed with Carson City such as 1) threat to life; 2) threat to property; 3) threat to Carson City's water and utility system; 4) flooding safety; 5) wildlife habitat; 6) potential immediate impacts; 7) potential long-term impacts, etc.

- ❖ Alternatives for treatments on each priority site will be tabled with general cost estimates for each alternative. The costs for alternatives will be a basis for discussion and may be used to procure additional funding to address short-term and long-term needs.

Deliverable/Outcome: This task will produce one draft (12 copies) and one final report (30 copies) and two public/agency presentations (Open Space and Board of Supervisors).

Task 2 Cost Estimate: \$75,000

Task 3. Plans, Engineering Designs, and Specifications

Priority treatments selected by Carson City may be designed within the limits of the grant funding. Details of the designs would be project specific and could require site-specific land surveys and special details. RCI vegetation specialists will coordinate with engineers to develop effective revegetation guidelines for each project. Both the RCI engineers and vegetation specialists will be available for construction inspection, should construction commence during the timeframe of the grant.

Deliverable/Outcome: This task will produce plans, engineering designs and specifications on a time and materials basis as agreed to by the Carson City project manager. Priority treatments selected by Carson City may be designed within the limits of the grant funding.

Task 4. Continued Implementation of Land Practices within the limits of Grant Funding

RCI has been involved in the implementation of several different land practices in the Waterfall fire affected area over the last several years. Some of the land practices that have occurred include post-fire revegetation treatments, tree planting, shrub seeding, sheep and goat grazing for fuel reduction and noxious weed management, and weed spraying.

Deliverable/Outcome: RCI specialists and engineers will be available to continue coordinating these efforts and providing technical assistance, within the limits of grant funding.

Task 3 and 4 Cost Estimate: \$111,000

Cost Estimate Summary Table

Task 1	\$ 92,000
Task 2	\$ 75,000
Task 3 and 4	\$ 111,000
Sub Total	\$ 278,000
Contingency	\$ 31,000
Total	\$ 309,000

The contingency will be utilized at the City's discretion for unforeseen costs. Please note that all services will be billed on a time and materials basis and will not exceed the total contract amount. Services will be billed monthly according to the attached fee schedule.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

THIS AGREEMENT, made and entered into this ____ day of September, 2006, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Resource Concepts, Inc., a qualified firm, licensed in the State of Nevada and Carson City, with an office located at 340 N. Minnesota Street, Carson City, Nevada 89703, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Contracts Division for the City and County of Carson City is authorized to approve and accept the agreement as set forth in and by the following provisions; and

WHEREAS, no contract or agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

WHEREAS, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work of hereinafter referred to as "**CONTRACT #2006-020**", and titled "**Environmental Consulting Firm**"; and

WHEREAS, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

ARTICLE 1

1 SCOPE OF WORK:

1.1 Description of Work:

1.1.1 See attached proposal from Consultant dated September 5, 2006.

1.2 The **CONSULTANT, as promptly and as economically as practicable, shall perform the services as described in the *Description of Work*.**

1.3 This agreement represents the entire understanding between the parties. Any amendments to this agreement shall be agreed upon in writing between the **CITY and **CONSULTANT**.**

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

ARTICLE 2

2 TIME OF COMPLETION:

- 2.1 **CONSULTANT** shall complete the **Scope of Work** on or before, June 15, 2007 however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.
- 2.2 If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefor.

ARTICLE 3

3 COMPENSATION:

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in **Scope of Work**.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of \$ 183,700.00 hereinafter referred to as the **CONTRACT SUM**.
- Or
- 3.3 **CITY** shall pay **CONSULTANT** compensation based upon a lump sum amount of \$ N/A hereinafter referred to as the **CONTRACT SUM**.
- 3.4 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.5 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the **Contact Person**, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.6 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.7 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

ARTICLE 4

4 PERMITS AND REGULATIONS:

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.
- 4.2 Before and during the progress of work under this Agreement, the **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

ARTICLE 5

5 CITY'S RESPONSIBILITIES:

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.

5.2.1 **Contract Administrator:**

Sandy Scott, Contract Administrator
Carson City Public Works Department
3505 Butti Way,
Carson City, NV 89701
775-887-2116 x 1101/Fax 775-887-2112

5.2.2 **Project Manager:**

Juan Guzman
Carson City Parks and Recreation -
3303 Butti Way, #9
Carson City, NV 89701
775-887-2262

5.3 **Detailed Invoices using the City's format shall be mailed to:**

Stella Hyatt
Carson City Parks and Recreation
3303 Butti Way, #9
Carson City, NV 89701
775-887-2262

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

ARTICLE 6

6 INSURANCE:

6.1 GENERAL LIABILITY:

6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.

6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured.

6.2 PROFESSIONAL LIABILITY:

6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance.

6.3 INDUSTRIAL INSURANCE:

6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

6.4 ADDITIONAL INSURANCE REQUIREMENTS:

6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.

6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.

6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.

6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

ARTICLE 7

7 INDEMNIFICATION:

- 7.1 This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.
- 7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the Contractor, its officers, agents and employees.

ARTICLE 8

8 TERMINATION:

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement; then the **CITY** may, without prejudice to any other right or remedy, terminate this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.
- 8.2 The **CITY** may deduct the cost of completing the said work from payments then or thereafter due to the **CONSULTANT**, who shall pay the **CITY** any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the **CONSULTANT**.
- 8.3 In addition to the provisions of the preceding paragraph, the **CITY** shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the **CONSULTANT**. In that event, the **CITY** shall pay to the **CONSULTANT** a proportionate amount of the **CONTRACT SUM**, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION

ARTICLE 9

9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:

- 9.1 The Drawing, Specifications and other documents prepared by the **CONSULTANT** for the Project are instruments of the **CONSULTANT'S** service for use solely with respect to the Project and, unless otherwise provided, the **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The **CITY** shall be permitted to retain copies, including reproducible copies, of the **CONSULTANT'S** Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The **CONSULTANT'S** Drawings, Specifications and other documents shall not be used by the **CITY** or others without expressed permission of the **CONSULTANT**.

ARTICLE 10

10 MISCELLANEOUS:

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.
- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 10.3 The **CITY** and **CONSULTANT**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 10.4 This Agreement represents the entire and integrated agreement between the **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **CITY** and **CONSULTANT**.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONSULTANT**.
- 10.6 **CONSULTANT** shall be required to maintain telephone service such that the **CITY** may contact or leave a message for the **CONSULTANT** or their designee at any time. **CONSULTANT** shall provide advance notice to the **CITY** of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the **CONSULTANT** at the address shown on page 9, or to the **CITY** at the address shown herein.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

10.7.1 Notice to **CITY** shall be addressed to:

Carson City Public Works - Contracts Division
C/O Sandy Scott, Contract Administrator
3505 Butti Way
Carson City, NV 89701
775-887-2355 x1101 / FAX 887-2112

10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.

ARTICLE 11

11 COST ACCOUNTING AND AUDITS:

11.1 If required by the **CITY**, the **CONTRACTOR** agrees to make available to the **CITY** within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the work performed under this Agreement.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

12 ACKNOWLEDGMENT AND EXECUTION:

12.1 This **AGREEMENT** entered into as of the day and year first written above.

CITY'S CONTRACTING AGENT

BY: Sandy Scott
Title: Contract Administrator
Carson City Public Works
Contracts Division
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 x1101

Signature

DATED this ____ day of , 2006.

CITY CONTACT PERSON

NAME: Juan Guzman

PHONE: 775-887-2262

Juan F. Guzman, Open Space Manager

CITY DEPARTMENT:

Public Works

I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this agreement has been signed by all parties.

BY: Lawrence A. Werner

Title: City Engineer

Address: 3505 Butti Way

Carson City, NV 89701

Telephone: 775-887-2355 x1011

Signature

DATED this ____ day of September, 2006.

I certify that the funds are available for this project.

FUNDING SOURCE: Nevada Resources and Conservation Service Grant

BUDGET ALLOCATION: \$309,000.00

By: Roger Moellendorf, Parks and Recreation Director

Signature

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

STATE OF NEVADA)
) ss
CARSON CITY)

deposes and says: That he is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that he has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

I further understand that I must not begin work on this project until this agreement has been signed by the Board of Supervisor's.

CONSULTANT

BY: John McLain
TITLE: Principal
FIRM: Resource Concepts, Inc.,
BUSINESS LICENSE #: 06-00000473
Address: 340 N. Minnesota Street
City: Carson City
State/Zip Code: 89703
Telephone: 775-883-1600
Fax# 775-883-1656

(Signature of Consultant)

DATED this _____ day of September, 2006.

NOTARY

NAME: _____

(printed name of notary)

L.S.

(signature of notary)

DATED this _____ day of September, 2006.

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

13 CONTRACT ACCEPTANCE AND EXECUTION:

13.1 The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 21, 2006, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2006-020** and titled "**Environmental Consulting Firm**" Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 21st day of September, 2006.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 21st day of September, 2006.

* * * END OF DOCUMENT * * *