

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is dated for identification purposes as of July 1, 2024 (the "Effective Date"), and is entered into by and among the WESTERN REGIONAL WATER COMMISSION, a political subdivision of the State of Nevada ("Commission"), and the CITY OF RENO, a municipal corporation ("Reno").

WHEREAS, the Commission and Reno entered that certain Agreement regarding that certain agreement regarding watershed assessments effective October 25, 2023 (the "Agreement");

WHEREAS, the Commission and Reno desire to amend the Agreement on the terms and conditions below; and

WHEREAS, the Agreement provides in Section 3.3.2 that it may be extended for one or more years by mutual written Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby amend the Agreement as follows:

1. Capitalized and Conflicting Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement or any prior amendments, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with its respective terms.

2. Amendment.

Section 3.1.2 of the Agreement is hereby amended and replaced in its entirety to state as follows:

3.1.1 Reno shall submit invoices on a monthly basis to reflect time and materials as set forth in Exhibit A. These invoices will reflect time and materials expended by NCE, SWPCC's chosen contractor to perform watershed assessments per Exhibit A. Work on the Project will progress and be completed by June 30, 2025.

3. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Commission, Reno and their respective permitted successors and assigns.

4. Authorization. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

WESTERN REGIONAL WATER COMMISSION

CITY OF RENO

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024

By _____
Kim Rigdon, WRWC Program Manager

By _____
Hillary L. Schieve, Mayor
City of Reno

APPROVED AS TO FORM:
McDonald Carano LLP

By _____
Lucas Foletta, WRWC Legal Counsel

By _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:
City of Reno

By _____
Deputy City Attorney

October 16, 2023

Theresa Jones, MSc, PE
Associate Civil Engineer
City of Reno
1 E. First Street
Reno, Nevada 89505

RE: Scope of Work for 2023 Watershed Assessments

Dear Mrs. Jones,

NCE appreciates the opportunity to provide this scope of work to conduct the 2023 Watershed Assessments. This scope focuses on reaches in Alum Creek, Somersett Creek, Galena Creek, Thomas Creek, and Whites Creek.

Scope of Work

Task 1 Conduct Watershed Assessments

NCE will conduct an assessment on the following creek reaches:

- Alum Creek
 - Lower Reach (S McCarren Blvd to Truckee River, ~3,000 Linear Feet)
 - Middle Reach (Caughlin Pkwy to S McCarren Blvd, ~9,500 Linear Feet)
- Somersett Creek
 - Middle Reach (Del Webb Pkwy to Mogul Mountain, ~7,700 Linear Feet)
- Galena Creek
 - Middle Reach (Callahan Ranch Rd to I-580, ~11,900 Linear Feet)
 - Upper Reach (Mt. Rose Hwy to Callahan Ranch Rd, ~12,900 Linear Feet)
- Thomas Creek
 - Lower Reach (Ventana Pkwy to South Virginia, ~9,800 Linear Feet)
 - Middle Reach (Timberline Dr to Ventana Pkwy, ~20,300 Linear Feet)

NCE will use the existing pre-determined reaches that were used in the 2015-2017 field assessments for the 2023 field assessments.

The drainages will be assessed using the Proper Functioning Condition according to methodology presented in the U.S. Department of the Interior Bureau of Land Management document titled *Riparian Area Management, A User Guide to Assessing Proper Functioning Condition and the Supporting Science for Lotic Areas* (BLM, 1998). In addition, representative

Reno, NV
300 E. 2nd Street, Suite 1210
Reno, NV 89501
(775) 329-4955

photographs will be taken, and observation points will be recorded with a GPS unit. The data collected will include problem areas such as noxious weeds and drainage erosion and/or deposition locations. The noxious weeds will be identified, the coverage will be estimated, and the extent will be mapped.

Task 2 Watershed Assessments Report

Using the data collected in **Task 1**, NCE will prepare a 2023 watershed assessment report. The report will include a description of the drainage and the reach surveyed using the existing descriptions from the 2017 watershed assessment report. The report will also include a summary of the field data collected, specific problem areas identified in the field, recommendations, photographs, and a set of maps. The maps will include an overview map, and a map of the surveyed reach with the observation points, the location of noxious weed colonies, and the GPS points of erosion and/or degradation.

A GIS geodatabase will be created and provided to the City of Reno. The GIS database will include photo points, field observation points, points of erosion and/or deposition, extents of invasive/noxious weeds, and the PFC ratings.

The draft 2023 watershed assessment report will be provided to the City of Reno for review and comment. The City of Reno will solicit comments from the City of Sparks, and Washoe County, and provide a summary of comments to NCE.

Task 3 Conduct Additional Watershed Assessments and Reporting

NCE will conduct an assessment on the following additional creek reaches:

- Whites Creek
 - Upper Reach (Mountain Ranch Road to Whites Creek Park, ~8,400 Linear Feet)
 - Middle Reach - North (White Creek Park to S Virginia St, ~12,800 Linear Feet)

NCE will use the approach and assumptions outlined in **Task 1** to complete the additional assessment of the creek reaches listed above. Data collected from the additional creek reaches will be incorporated into **Task 2** Watershed Assessments Report. **Task 3** will be conducted in addition to **Task 1** and **2**. Task 3 will be paid for through a different funding source than Tasks 1 and 2; Task 3 funding source is SWPCC/NDOT.

Deliverables:

- Draft and Final 2023 Watershed Assessment Report (electronic copy: Word and PDF; GIS data with Final submittal)

Assumptions:

- Field work will be completed by two NCE scientists within five 10-hour days for all of the reaches
- If required, access to private property will be secured by the City

ESTIMATED FEE

NCE proposes the above-described scope of work on a time and materials basis in accordance with our attached Schedule of Charges 2023. NCE proposes to perform the scope of work for Tasks 1 and 2, as described above not to exceed the amount of **\$65,000**. Task 3 will be completed in addition Task 1 and 2 as described above not to exceed the amount of **\$13,500**. Completion of all tasks (1 – 3) will not exceed the amount of **\$78,500**.

We appreciate the opportunity to provide these services to the City of Reno and look forward to working with you and your team on this project. If you have any questions or additional needs, please call our office at (775) 329-4955.

Sincerely,

NCE



Kevin Senn
Principal



Debra Lemke, PWS, CPESC
Associate Scientist

Attachments: Schedule of Charges 2023



SCHEDULE OF CHARGES 2023

PROFESSIONAL SERVICES

Principal	\$310/hour
Associate.....	\$245/hour
Senior II.....	\$215/hour
Senior I.....	\$205/hour
Project II.....	\$195/hour
Project I.....	\$180/hour
Staff II.....	\$170/hour
Staff I.....	\$155/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$160/(\$185-PW)/hour
Construction Inspector*	\$140/(\$165-PW)/hour
Senior Designer.....	\$170/hour
CADD Designer	\$150/hour
CADD/GIS Technician.....	\$130/hour
Senior Field Scientist.....	\$135/hour
Field Scientist	\$115/hour
Senior Technician*	\$140/(\$165-PW)/hour
Field/Engineering Technician*	\$115/(\$140-PW)hour
Project Administrator	\$130/hour
Technical Editor.....	\$115/hour
Clerical.....	\$105/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$380/hour
Court Appearances & Depositions	\$575/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$115/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$4,000/Day
Coring.....	\$5,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc..... cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copyingproject labor charges x 5%
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*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.