

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF RENO, hereinafter referred to as “CITY” and BALANCE HYDROLOGICS, INC., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY as lead agency for the Storm Water Permit Coordinating Committee, comprised of the City of Reno, City of Sparks and Washoe County, wishes to secure consulting services for the Truckee Meadows Regional Storm Water Quality Monitoring (Fiscal Year 24/25), hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

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

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Exhibit A which is incorporated herein by this reference as part of this agreement.

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

3. CITY Responsibility.

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

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

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement and shall continue until completed per the schedule attached hereto.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on time and expense basis in the not-to-exceed amount of \$218,529.30.

5.2 CONSULTANT acknowledges that CITY is to be reimbursed by Western Regional Water Commission pursuant to the interlocal agreement between the CITY and the Western Regional Water Commission for the fees and costs pursuant to the term of this Agreement.

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

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work by the City of Reno, City Council. In the absence of an approved supplemental agreement, CITY shall not be obligated to reimburse CONSULTANT for amounts in excess of the not-to-exceed amount set forth in this Agreement, whether or not those excess costs were incurred during the course of this Agreement.**

7. Records to be Maintained by Consultant.

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

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

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession

currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

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

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

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

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

(c) The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.

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

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

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

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

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the CITY Risk Manager.

10.6 Other Insurance Provisions. General Liability Coverages

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

(b) The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance

maintained by the CITY, its officers, officials, and employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

(d) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

10.8 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to obtain copies of all required insurance policies.

10.9 Subconsultants. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subject to all of the requirements stated herein unless otherwise modified by the City Attorney or Risk Manager.

10.10 Miscellaneous Conditions.

(a) If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the CITY may terminate this Agreement for cause.

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

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

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

11. Indemnification.

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

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

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

12. Intellectual Property Indemnity.

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

13. Taxes.

13.1 CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of

this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

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

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

15. Business License.

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

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Race includes traits associated with race, including, without limitation, hair texture and protective

hairstyles. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

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

CITY: City of Reno
Jon Simpson, P.E.
1 East First Street, 7th Floor
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

CONSULTANT: Balance Hydrologics, Inc.
Edward Ballman, Vice President
800 Bancroft Way, Suite 101
Berkeley, CA 94710

19. Assignment.

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

20. Integration.

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

21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances that are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

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

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

24. Dispute Resolution.

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

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceeding brought to enforce or interpret this Agreement.

26. Severability.

26.1 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

27. Due Authorization.

27.1 Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

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

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

Mikki Huntsman, City Clerk

BALANCE HYDROLOGICS, INC.

Edward Ballman, Vice President

APPROVED AS TO LEGAL FORM:

Susan Ball Rothe
Deputy City Attorney

Exhibit A

Scope of Services and Anticipated Budget for Truckee Meadows Regional Storm Water Quality Monitoring City of Reno, Nevada, Fiscal Year 2025 (July 1, 2024-June 30, 2025)

April 8, 2024

Balance Hydrologics

Balance Hydrologics (Balance) continues to implement the Truckee Meadows Stormwater Quality Monitoring Program. The fiscal year (FY)2024 program is currently being carried out per the most current Project Sampling and Analysis Plan (SAP; Balance, 2024) and scope of work outlined in our current contract, dated June 14, 2023. This scope of services and anticipated budget is proposed for the new fiscal year, FY2025, beginning July 1, 2024.

A timeline of activities/tasks related to the upcoming fiscal year, calendar year, and water year is shown in **Figure 1**.

Task Description	Calendar Year 2024								Calendar Year 2025									
	Water Year 2024				Water Year 2025													
	FY2024		Fiscal Year 2025													Fiscal Year 2026		
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
New Contract (Requested by July 1, 2024)																		
Task 1. Data Analysis and Annual Report (FY2024)																		
Task 2. Stormwater Sampling (FY2025)																		
Task 3. Tributary Ambient Sampling (FY2025)																		
Task 4. Streamflow Gaging																		
Task 5. Committee Meetings and Presentations			★		★		★		★		★		★		★			
Task 6. Project Management and Correspondence																		

Figure 1. Timeline of Tasks, Truckee Meadows Stormwater Monitoring Program, FY2025

The remainder of this memo describes a scope of work for FY2025.

Task 1: Update SAP, Data Analysis, and FY2024 Annual Report

Balance will update the SAP with any changes in the monitoring program for FY2025. In addition, Balance will complete the analysis of field measurements, analytical results, and observations conducted during the FY2024 monitoring period (July 1, 2023 – June 30, 2024). Data included in the report will be QA/QC'd by a Balance senior staff member or professional (as per the 2024 SAP) and included in a draft annual report. The annual report will follow the general format and detail similar to previous annual reports. It will be submitted for review by the Stormwater Committee. Following that review, Balance will address all comments received, revise the report if necessary, and issue a final FY2024 Annual Monitoring Report.

Deliverables:

- Updated SAP: August 2024 (present at September Committee Meeting)
- FY2024 draft report: October 15, 2024 (approximate)
- FY2024 final report: January 15, 2025 (approximate)

**Task 2: FY2025 Stormwater Sampling
(Outfalls and Tributaries)**Pre-event Preparation

Laboratory bottles will be ordered, labeled, and organized in preparation for select storm events under this task. Automated samplers located at four urban outfalls and four tributaries will be programmed before selected storm event for sample collection using a flow-weighted method, if feasible.

Storm Event Sampling

Per the current SAP, up to two stormwater samples will be collected at all stations during two separate storm events, with an additional sample collected from a third storm at the four urban outfalls. At sites instrumented with automated samplers, efforts will be taken to collect up to 24 individual samples to represent different components of the storm hydrograph. These samples will then be composited into four samples that are representative of various features of the hydrograph: (a) first flush, (b) rising limb, (c) peak flow, and (d) falling limb and submitted to the laboratory for analysis. In addition, a grab sample will be collected at all other monitoring stations targeting the first flush or rising limb of the storm hydrograph, if feasible.

Time and budget are allocated under this task for the following items:

- Weather analysis and sampling team coordination
- Coordination with Western Environmental Testing Laboratory (WETLAB)
- Water quality meter calibrations and repair
- Observer log updates and field notes duplication in preparation for quality assurance and quality control review
- Analytical analysis spreadsheet updates

We will respond to storms that occur within the monitoring year with the following exceptions: (a) Thanksgiving Day, (b) Christmas Eve, (c) Christmas Day, (d) between 10 pm and 5:00 am, and (e) during times when field staff safety may be compromised.

Equipment Maintenance

As typical in each year, in-field instruments require periodic maintenance during the year. Therefore, time and budget are allocated for routine station visits for ISCO testing, cleaning, battery and desiccant replacement, and repairs due to flooding and/or vandalism.

Deliverables:

- Copies of analytical reports by request and included in the annual report.

Task 3: FY2025 Characterization of Ambient Water Quality in Tributaries (Irrigation season and Non-irrigation season Sampling)

Balance will collect samples representing ambient baseflow conditions at all designated tributary sampling stations twice annually: once during the irrigation season (August or September) and once during the non-irrigation season (February or March). Ambient samples at (1) North Truckee Drain at Big Fish Drive, (2) Steamboat Creek at Clean Water Way, (3) Boynton Slough at Steamboat Creek, and (4) Yori Drain at Steamboat Creek, will be collected using automated samplers programmed for hourly sampling and composited into four subsamples from 6-hour periods. All other tributary locations are grab samples.

Deliverables:

- Copies of analytical reports by request and included in the annual report.

Task 4: Continuous Streamflow Gaging (5 gages)

Balance will maintain five stream gaging stations for the SWPCC committee:

- (1) South Evans Creek (EC@KL),
- (2) Thomas Creek (TC@SMP),
- (3) Yori Drain (YD@SBC), and
- (4) Boynton Slough (BS@SBC)
- (5) North Truckee Drain at Sage Thrasher Way (NTD@STW)

Balance will develop a continuous (15-minute) streamflow record for each of the 5 gages. Streamflow records will be used in unison with stormwater and baseflow constituent concentrations to compute instantaneous loads.

Deliverable:

- Daily streamflow hydrographs for each gaging station in the annual report.

Task 5: Committee Meetings and Presentations

Balance staff will attend up to six Stormwater Committee meetings to present results of individual storm sampling, provide progress reports, and present the annual report. Additional meetings can be attended upon separate request and authorization.

Deliverables:

- Copies of presentations will be provided to the City of Reno Stormwater Committee Project Manager in advance of the meeting.

Task 6: Project Management and Correspondence

Balance will administer this contract, budget, and billings and coordinate with the City of Reno project manager regarding project management and direction. In addition, we will provide monthly progress reports with information about work conducted, budget spent and remaining budget, and details regarding any deviations from this scope (if they occur).

Deliverables:

- Monthly Progress Reports with invoices

Assumptions and Contingency

We recognize that storm and water quality sampling in a semi-arid region includes the chance of missing storms. We will continue to do our best to meet the program's objectives, but experience dictates that at least one sampling deployment may result in incomplete results. This scope assumes that storms to be sampled will be easily identified, targeted, and successfully sampled at all targeted locations. If forecasts are incorrect or 'dry runs' happen, additional work will be required.

We anticipate the changes to the FY2024 SAP to be minimal with no changes to sampling locations, protocols, or constituents. This scope is based on the current MS4 permit that has been administratively extended since 2015. The issuance of a new MS4 permit from NDEP could necessitate changes to the SAP and monitoring program; however, we are assuming that these changes would be incorporated into the FY2026 SAP and would not apply to FY2025.

Similar to our previous scope, we have provided a 10 percent 'contingency' budget to be used only with authorization from the City of Reno project manager if additional work is warranted. Contingency may also be used for other purposes if requested by the project manager.

Requests of the City of Reno

To facilitate the implementation of the FY2025 monitoring program, we request the following:

- Assistance in coordinating with the City of Sparks for:

- 'Clean out' of Mary Wahl Drain at sampling location before a sampling event; anticipated 2-3 times over the fiscal year;
- Assistance in facilitating report review among members of the committee.

Anticipated Costs

Our anticipated staff assignments and labor costs for this scope of work are shown in Table 1, and analytical costs, equipment rental fees, and cost of materials/shipping are shown in Tables 2 and 3. We will bill on a time-and-expenses basis against this allocation, guided by the estimated assignments and costs shown in Tables 1, 2, and 3.

Anticipated Schedule

We understand this scope of work and budget require review and approval by both the Stormwater Committee (anticipated review April 2024) and City Council (anticipated review in May 2024). Upon those approvals and your authorization to proceed, we will continue work on this project beginning the first day of the new fiscal year, July 1, 2024.

Table 1. Anticipated Staff Hours by Task
213136 City of Reno; Truckee Meadows Stormwater Monitoring Program FY25

Task Number and Description	Sr. Principal	Principal	Senior Professional	Project Professional	Sr. Staff Professional	Staff Professional	Assistant Professional	Junior Professional	GIS/CADD Senior Analyst	GIS/CADD Analyst	Sr. Proj Admin	Sr. Report Specialist	Report Specialist	Hydrologic Tech	Labor Costs For Task
Hourly Rate	\$270	\$245	\$210	\$195	\$190	\$170	\$155	\$140	\$155	\$145	\$145	\$120	\$105	\$105	
Task 1. Data Analysis and FY2025 Annual Report															
Review and Update the 2024 SAP		2	4			6							2		\$2,560.00
Data analysis and QA/QC			20		40	30									\$16,900.00
Draft report (October 2024)		8	15		30	30					4		6		\$17,120.00
Final report (January 2025)		4	12								4		6		\$4,710.00
Presentation		1	8		12										\$4,205.00
Task 2. FY2025 Stormwater Sampling (outfalls and tributaries)															
ISCO maintenance and repairs			20		16	16									\$9,960.00
Pre-event preparations (ISCOs)					20	40									\$10,600.00
Storm event sampling and lab coordination (outfalls)			20		20	50									\$16,500.00
Storm event sampling and lab coordination (tributaries)			20		20	50									\$16,500.00
Task 3. FY2025 Tributary Ambient Sampling															
Irrigation season--Non-storm Sampling (August-September)			1		20	22									\$7,750.00
Non-irrigation season--Non-storm Sampling (February-March)			1		20	22									\$7,750.00
Task 4. FY2025 Streamflow gaging (5 gages)															
Gage maintenance and data management			18		66	72									\$28,560.00
Task 5. Committee Meetings and Presentations															
Assume 6 committee meetings			8		28										\$7,000.00
Presentation Preparation					12										\$2,280.00
Task 6. Project Management and Correspondence															
Project management tasks and correspondence			32		16						4				\$10,340.00
Subtotal Hours		15	179		320	338					12		14		
Total Hours	878														
Notes:															
															TOTAL LABOR \$162,735.00
															Expenses from Table 2 \$35,928.00
															Contingency from Table 2 \$19,866.30
															GRAND TOTAL \$218,529.30

Table 2. Estimated Costs
213136 City of Reno; Truckee Meadows Stormwater Monitoring Program FY25

Professional Fees	Rate	Hours	Allocation
Sr. Principal	\$270	0	\$0.00
Principal	\$245	15	\$3,675.00
Senior Professional	\$210	179	\$37,590.00
Project Professional	\$195	0	\$0.00
Senior Staff Professional	\$190	320	\$60,800.00
Staff Professional	\$170	338	\$57,460.00
Assistant Professional	\$155	0	\$0.00
Junior Professional	\$140	0	\$0.00
GIS/CADD Senior Analyst	\$155	0	\$0.00
GIS/CADD Analyst	\$145	0	\$0.00
Senior Project Administrator	\$145	12	\$1,740.00
Senior Report Specialist	\$120	0	\$0.00
Report Specialist	\$105	14	\$1,470.00
Hydrologic Technician	\$105	0	\$0.00
Labor Subtotal (Table 1)			\$162,735.00
Expenses			
Direct Expenses			
Mileage	2400 miles @	\$0.72	\$1,728.00
Mileage, 4-Wheel Drive*	miles @	\$0.75	\$0.00
Vehicle Rental			\$0.00
Equipment Costs (see Table 3)			\$1,200.00
Per Diems	@		\$0.00
Reimbursable Costs			
Other Travel, Subsistence	trips @		\$0.00
Express Mail, Deliveries			\$0.00
Maps and Aerial Photos			\$0.00
Outside Copying, Blueprint			\$0.00
Outside Consultants			\$0.00
Analytical Laboratory Fees			\$32,500.00
Materials and Supplies			\$500.00
Permits, Licenses or Agency Inspection fees	client responsibility		\$0.00
Printing ⁺			\$0.00
Other			\$0.00
Expenses Subtotal			\$35,928.00
ESTIMATED TOTAL			\$198,663.00
Contingency			\$19,866.30
TOTAL w/ CONTINGENCY			\$218,529.30
<i>Notes</i>			

* 4WD rates apply only if required by site conditions. See Balance policy re 4WD.

+Plotting costs vary according to complexity of design

Project-related expenses will be billed at cost plus 10%; including work by outside consultants and analytical or testing laboratories.

Table 3. Equipment Rental Costs
213136 City of Reno; Truckee Meadows Stormwater Monitoring Program FY25

	Cost/ day	# of days	Cost/ week	# of weeks	Cost/ month	# of months	Cost/ season	# of seasons	Cost/ year	# of years	Cost	
Field Equipment												
Current meter and flow-measuring equipment	\$45	6	\$100		\$150		\$300		\$350		\$270	
Acoustic Dopler Current Profiler	\$750											
SCT or conductivity meter	\$30	6	\$50		\$75		\$200		\$250			
Dissolved oxygen meter	\$35	6	\$60		\$100		\$250		\$300			
Turbidity meter/probe	\$35	6	\$60		\$100		\$250		\$300			
pH meter	\$15	6	\$30		\$75		\$150		\$200			
Electrical water-level indicator ("sounder")	\$25		\$50		\$75		\$150		\$200			
Water-level recorders												
Datalogger with two transducers	\$200		\$400		\$800		\$1,600		\$2,000		\$240	
Additional transducers	\$75		\$100		\$200		\$300		\$400			
Specific conductance + temperature sensor option	\$60		\$75		\$150		\$200		\$250			
Standard 6 in. Rain gage for use with water-level datalogger	\$20		\$35		\$50		\$150		\$200			
Solar power option	Cost determined based on site needs											
Cell modem + realtime data access							\$250 + \$30/mo		\$350 + \$30/mo			
Self-contained datalogger (pressure and temp.)	\$25		\$50		\$100		\$250		\$350			
Self-contained datalogger (pressure + SCT)	\$50		\$100		\$200		\$550		\$700			
Barometric pressure logger (to use with self-contained log.)	\$25		\$50		\$100		\$250		\$350			
Self-contained datalogging rain gage	\$25		\$50		\$100		\$250		\$350			
<i>Othersensors, specialty enclosures, etc. available upon request</i>												
Samplers												
Hand-held suspended-sediment sampler (DH-48; DH59)	\$40	6	\$80		\$120		\$250				\$240	
High-flow suspended-sediment sampler (D49, D74)	\$100		\$200		\$240		\$400					
Hand-held bedload sampler (Helley-Smith)	\$40		\$80		\$120		\$250					
High-flow bedload sampler (Helley-Smith)	\$100		\$200		\$240		\$400					
Automated water quality sampler	On request											
Hand-auger soil-sampling array (mud and multiple barrels)	\$80		\$100		\$120							
Soft-sediment core sampler	\$45		\$150		\$150							
Water quality sampler (DH-81)	\$40		\$120		\$120		\$250					
Field filtering equipment	\$18		\$60		\$60		\$80					
Surveying equipment												
Level-transit or automatic level, tripod, rod	\$70		\$210									
Total station	\$100		\$280									
Drone or UAV photogrammetry	\$250											
Differential GPS	at cost		at cost									
T-LiDAR	at cost		at cost									
Hand level	\$20		\$60		\$120							
Miscellaneous, less commonly used items												
Cutthroat portable flume	\$50		\$80		\$100		\$200					
Side by side vehicle (ATV)	\$200											
Drone Rental	\$250											
Piezometers	Will vary by site											
Other Equipment												