

Staff Report

TO: Board of Directors

FROM: Keane Sommers, P.E., Director of Power Systems
Lacy Cannon, P.E., Associate Engineer

DATE: August 23, 2023

SUBJECT: **2023 Award of a Multi-Year Consulting Contract for Dam Safety Program Support Services**

HYDROELECTRIC

RECOMMENDATION:

Adopt a Resolution:

- Authorizing a multi-year consulting contract with Gannett Fleming for Dam Safety Program Support Services for an annual cost not to exceed \$200,000 and a total amount not to exceed \$500,000 for two and one-half years through December 31, 2025, with the option to extend the contract for one three-year term and to execute any necessary change orders that are within the contingency budget.
- Authorizing the General Manager to execute all necessary documents.

BACKGROUND:

The District's Dam Safety Program includes a total of 24 dams, diversions, and associated appurtenant works for the purposes of hydroelectric power generation, consumptive, irrigation, and recreational uses. Thirteen of the dams are under jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD), nine diversion dams under FERC only jurisdiction, and two dams under DSOD only jurisdiction. The Dam Safety Program also applies to the spillways, penstocks, outlet structures, instrumentation, reservoirs, waterways, and streambeds associated with the dams.

The Chief Dam Safety Coordinator (CDSC) and the Dam Safety Engineer (DSE) are responsible for administering the District's Dam Safety Program. The CDSC also currently serves as the DSE and is also the Director of Power Systems. The CDSC/DSE/Director of Power Systems is currently supported by one associate engineer to administer the District's Dam Safety Program. Previously the program was supported by an additional Senior Engineer but that person has retired. In October of 2022, the District retained the services of a professional recruiter but was unable to attract a suitable candidate to fill the position. Additional support is needed to administer

the District's Dam Safety Program so staff has opted to attempt to obtain this support through a consulting firm.

A request for qualifications (RFQ) for as-needed consulting services was sent to seven prospective firms on May 15, 2023. Among other tasks, the selected consultant will be expected to:

- Provide dam safety guidance and assistance on routine, special, or emergency topics.
- Provide dam safety guidance and assistance in responding to FERC and DSOD letters and recommendations.
- Provide review comments on reports and studies by others.
- Provide assistance with bidding and construction management.
- Provide design, analysis, and recommend repair methods to structures and equipment.
- Perform dam safety studies and analyses.
- Provide insight to the District of latest repair, modification, and replacement methods and procedures and assist in finding vendors or contractors to implement repairs.
- Project planning for dam safety projects including preparation of schedules and budgets.

Seven statements of qualifications (SOQs) and separate rate schedules were received by the due date of July 21, 2023. Staff from the Engineering and Hydroelectric Departments reviewed the SOQs and selected four firms for in-person interviews to learn more about the proposed team and to gauge how they will integrate with and meet the needs of the Dam Safety Program. Gannett Fleming was selected by staff based on the criteria stated in the RFQ and the interview. The following firms submitted SOQs:

- AECOM
- HDR
- Gannett Fleming
- GEI Consultants
- McMillen
- Mead & Hunt
- Stantec

Staff recommends awarding a multi-year Consultant Service Agreement with Gannett Fleming for Dam Safety Program Support Services as provided in the attached Resolution.

BUDGETARY IMPACT:

Staff anticipated this problem and included funding in the 2023 Hydroelectric Department consulting budget (50112-52603). The 2023 contract amount is expected to be \$100,000. Funding for future years will be included in the annual budget cycle.

Attachments: (2)

- Draft Resolution approving the District's Consultant Services Agreement, including language for multi-year time-and-materials work and authorizing the General Manager to execute the necessary documents.
- Draft consulting services agreement

KS

LC



RESOLUTION **No.** 2023-37

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

2023 Award of Multi-Year Consulting Contract for Dam Safety Support Services

WHEREAS, the Nevada Irrigation District (District) budget for the 2023 fiscal year reflects resources to meet the essential needs of the District and the District's customers; and

WHEREAS, the Board of Directors adopted the 2023 Annual Budget on December 14, 2022; and

WHEREAS, consistent with District Board Policy 9300 which recognizes the importance of well established Dam Safety Program;

WHEREAS, on May 15, 2023 the District requested qualifications from seven firms to provide Dam Safety Support Services;

WHEREAS, prior to the due date of July 21, 2023 the District received Statements of Qualifications from seven firms;

and WHEREAS, following an detailed review of the Statements of Qualifications and interviews with four of the firms, staff identified Gannett Fleming as the most qualified consultant to provide the required services.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Nevada Irrigation District:

1. The Board of Directors hereby approves a multi-year consulting contract with Gannett Fleming for Dam Safety Program Support Services for an annual cost not to exceed \$200,000 and a total amount not to exceed \$500,000 for two and

one-half years through December 31, 2025 with the option to extend the contract for one three-year term and to execute any necessary change orders that are within the contingency budget.

2. The Board of Directors hereby authorizes the General Manager to execute the documents necessary to cause the actions contemplated by this resolution.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 23rd day of August 2023, by the following vote:

AYES:	Directors:
NOES:	Directors:
ABSENT:	Directors:
ABSTAINS:	Directors:

President of the Board of Directors

Attest:

Secretary to the Board of Directors



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT

Dam Safety Program Support Services **(50112-52603)**

This AGREEMENT, made and entered into on _____ by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **Gannett Fleming Inc.**, hereinafter referred to as the "CONSULTANT", whose address is 2251 Douglas Boulevard, Suite 200, Roseville, CA 95661. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS the DISTRICT requires consulting services relating to the **Dam Safety Program Support Services** (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing engineering consulting and administrative services as outlined in the scope of work for the Project; and

WHEREAS the CONSULTANT, on 6/21/2023, submitted to DISTRICT a proposal to provide such consulting services (the "Proposal"); and

WHEREAS CONSULTANT's proposal provides detailed information on the general approach to be followed by the CONSULTANT, including the scope of work, personnel to be assigned to the work, sub-consultants, a budget, and a schedule; and

WHEREAS the CONSULTANT will ensure that the personnel assigned to the Project will be duly licensed (if licensing is required) and will possess the necessary ~~expertise, experience and qualifications to qualify as experts in the field~~ experience and qualifications to provide the degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time any services or materials are furnished.

WHEREAS, DISTRICT wishes to engage the services of CONSULTANT in accordance with the Proposal.

NOW, THEREFORE, the DISTRICT and the CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE I - CONSULTANT'S SERVICES: This CONSULTANT SERVICES AGREEMENT shall be effective upon the date of execution. No actual work shall be performed until a written TASK ORDER has been executed. This CONSULTANT SERVICES AGREEMENT shall terminate on December 31, 2025. All services performed under any TASK ORDER issued under the CONSULTANT SERVICES AGREEMENT shall be completed by the termination date. THE CONSULTANT SERVICES AGREEMENT can be amended by the District, if done so in writing, for an additional term, not to exceed three additional years. The CONSULTANT shall perform services requested by the DISTRICT as directed by a written TASK ORDER from the DISTRICT, an example

of which is attached hereto as EXHIBIT A and incorporated herein by this reference. Each TASK ORDER shall outline the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the fee or the method of determining the fee, state the time of payment of the fee, and authorize the CONSULTANT to proceed, and be executed by an authorized representative of CONSULTANT. Subsequent TASK ORDERS may be executed after the date of this agreement as amendments. Once approved, executed, and upon written acceptance by CONSULTANT of TASK ORDERS from the DISTRICT said TASK ORDER shall constitute an authorization to CONSULTANT to proceed in accordance with its terms.

ARTICLE II - CONSULTANT'S FEE: For services performed under a TASK ORDER, the CONSULTANT shall be compensated on a time-and-material basis with a not-to-exceed limit, or on a fixed-fee basis, as delineated in the TASK ORDER.

The CONSULTANT shall be paid at the completion of services for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed two hundred thousand dollars and zero cents (\$200,000.00) per year and a total not to exceed five hundred thousand dollars and zero cents (\$500,000.00) through December 31, 2025 without the DISTRICT'S prior written approval with the option to extend the contract for one three-year term. All work performed on a time-and-material cost basis will be reimbursed in accordance with the compensation schedule set forth in EXHIBIT B attached hereto and incorporated herein by this reference. CONSULTANT will provide accurate time sheets and submit those time sheets with each pay request to the DISTRICT.

Compensation shown on EXHIBIT B will remain in effect until at least December 31, 2023. After that date, if a change in hourly charges occurs, the CONSULTANT will file with the DISTRICT the updated charges for DISTRICT approval. CONSULTANT shall provide not less than thirty (30) days advance notice of the effective date of such changes. Any changes to be applied to outstanding time and material TASK ORDERS shall not be effective unless approved by DISTRICT. The DISTRICT shall not unreasonably withhold or delay approval of reasonable changes. Changes in hourly charges shall not apply to fixed fee TASK ORDERS. Nothing in this Paragraph shall limit DISTRICT's rights to terminate this AGREEMENT without cause under ARTICLE V. Notwithstanding the foregoing, changes in the compensation schedule shown in EXHIBIT B will not be made more frequently than annually.

If the TASK ORDER carries a not-to-exceed limit, that limit shall not be exceeded without prior approval of the DISTRICT. The CONSULTANT shall not undertake assignments, either directly or indirectly, from DISTRICT if CONSULTANT believes such assignment represents work outside the scope of work contained in the approved TASK ORDER without first notifying DISTRICT in writing of such beliefs, and without receiving written authorization to proceed with such out-of-scope work. CONSULTANT shall, if requested by DISTRICT, provide personnel to appear before DISTRICT's governing body and/or a committee thereof regarding any claims of additional compensation, or a claimed exceedance of the not-to-exceed amount. Such appearance(s) and preparation therefore shall not be claimed as additional work or work outside the scope of assigned tasks.

ARTICLE III - PAYMENT FOR SERVICES: For services performed under a time-and-material, or a fixed-fee basis, the CONSULTANT will invoice the DISTRICT on a monthly basis. Invoices for payments covered by time-and-material not-to-exceed TASK ORDERS shall include, along with the current billing amount, the total amount billed previously, and the amount remaining on the not-to-exceed amount. Payments covering fixed fee TASK ORDERS will be based on percent complete of the TASK ORDERS.

ARTICLE IV - COMPLETION OF SERVICES: The CONSULTANT agrees that CONSULTANT will do all work within the time required of CONSULTANT as set forth in each TASK ORDER, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control. Delays caused by actions or inactions of CONSULTANT's employees, or sub-consultants or suppliers to CONSULTANT shall not, in and of themselves, be considered factors outside the control of CONSULTANT.

ARTICLE V - TERMINATION OF AGREEMENT: The DISTRICT may terminate this AGREEMENT without cause by giving written notice to CONSULTANT provided, however; the CONSULTANT shall be compensated for all work done to the date of the termination, computed on a time-and-material cost basis beginning from the last paid invoice. Nothing herein shall deprive DISTRICT of its right to set off its damages against amounts claimed by CONSULTANT in the event of termination for cause.

All work accomplished prior to termination shall be the property of, and be given to, the DISTRICT; however, the CONSULTANT shall not be required to release any work product to the DISTRICT until such time as the CONSULTANT receives full payment for all professional services performed for the DISTRICT under this AGREEMENT. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of the applicable requirements of this AGREEMENT, including provision of all deliverables, whether draft or final, in electronic and paper form, required under the Agreement, and final payment can be withheld until all deliverables are provided.

ARTICLE VI - CONSULTANT'S RESPONSIBILITY AND STANDARD OF CARE: The CONSULTANT agrees that CONSULTANT's services shall be performed to the standard of an expert in the field for which CONSULTANT was retained in accordance with the standard of care and performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Notwithstanding the foregoing, the parties agree that estimated construction costs furnished by the CONSULTANT are estimates only, and the CONSULTANT is not retained to provide a guaranteed cost of construction and is not responsible for fluctuations in cost factors.

CONSULTANT shall at all times employ qualified, experienced, employees and sub-consultants in the performance of this AGREEMENT. CONSULTANT will be responsible for compliance with all applicable laws, rules and regulations governing the employment of personnel engaged by CONSULTANT, including personnel employed by any of CONSULTANT's sub-consultants, including without limitation the payment of prevailing wages on public works projects, if applicable, in effect as of the date of this Agreement. Nothing herein shall restrict CONSULTANT from contesting the determination of the State of California regarding the applicability of such laws.

ARTICLE VII - EXPERT TESTIMONY: It is agreed that, in the event of any legal or other controversy where the DISTRICT requests the services of the CONSULTANT in providing expert testimony in connection with this project, except to the extent such suits or claims by third parties against the DISTRICT arise out of errors or omissions of the CONSULTANT, the DISTRICT shall pay the CONSULTANT for expert witness services and testimony rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on a time-and-material basis in addition to other sums of money payable under this AGREEMENT.

ARTICLE VIII - CONFIDENTIALITY: All deliverables, whether in electronic or other form, and other written and electronic work or related material provided by CONSULTANT that is required by the DISTRICT to interpret and fully use such deliverables shall be considered the unrestricted property of the DISTRICT, excepting any materials owned by third parties. No deliverables or other

material provided by CONSULTANT shall be considered confidential absent the prior approval of the General Manager. If either party discloses information that has been agreed to be kept confidential, and such information is clearly identified in writing as proprietary or confidential, the party receiving such information shall keep it in confidence and shall not furnish or otherwise disclose it to any third party during or after completion of the services. No information shall be designated as confidential, and neither party shall be obligated to maintain the confidentiality of such information, if:

- i. The information is independently developed by the receiving party without the utilization of the confidential or proprietary information;
- ii. The information is or becomes public knowledge without the fault of the receiving party;
- iii. The information is or becomes available to the receiving party from another source without any legal obligation to protect such information; or
- iv. The information is considered a public record under the California Public Records Act or is otherwise disclosed pursuant to a governmental or legal requirement.

Nothing in this AGREEMENT limits the Consultant's ability to generally reference work performed under this Agreement in resumes, statements of qualifications, and proposals to other clients.

ARTICLE IX – INDEPENDENT CONTRACTOR: CONSULTANT enters into this AGREEMENT as an independent contractor and not as a DISTRICT employee. Nothing in this AGREEMENT shall be inconsistent with this relationship or status.

ARTICLE X – INDEMNIFICATION AND DEFENSE: CONSULTANT shall indemnify and hold District harmless against claims, liability, or loss for injury or death to person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, ~~economic loss~~, or fines or penalties, and for associated legal costs, fees, and expenses including attorney and consultant fees, ~~arising out of or relating to the extent of the negligence, recklessness or willful misconduct of~~ CONSULTANT's services (Claims).

This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONSULTANT or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, CONSULTANT shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONSULTANT to indemnify. Following a determination of liability, in no event shall the cost to defend Claims charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement.

CONSULTANT's duties to indemnify and defend shall survive the completion of the CONSULTANT's work.

ARTICLE XI – INSURANCE: CONSULTANT shall procure and maintain the insurance coverage as set forth in EXHIBIT C, attached herewith, and CONSULTANT shall provide a

Certificate of Insurance to DISTRICT within 14 days of execution of this Agreement, naming DISTRICT as Additional Insured, for the term of this Agreement.

ARTICLE XII - ADDITIONAL PROVISIONS: Any and all alterations, modifications, changes, or additions to the terms and provisions of this AGREEMENT that may affect the liability, duties, or responsibilities of either Party hereto is not valid and shall not be effective without first receiving written consent to such change, alteration, modification, or addition from the other Party.

ARTICLE XIII – PROPRIETARY DATA: All information, data, or systems (“work”) will be provided such that they will stand alone, such that the work does not require purchase of other information, programs, or systems necessary for the unrestricted use of the work to meet the needs of the DISTRICT. CONSULTANT shall advise DISTRICT in advance of undertaking any work if any propriety system is to be used by CONSULTANT. If such notice is not given, the system, programs, or method used by the CONSULTANT shall not be deemed proprietary. If a propriety system is used, a minimum of one copy of the information or program will be provided with the contract unless DISTRICT already has the system or more than one copy is provide with the contract.

ARTICLE XIV – MARK UP AND REIMBURSEMENTS: If a markup is to be applied to reimbursements and overhead as part of CONSULTANT’s proposal, CONSULTANT will be compensated for such reimbursement and overhead markup applied to direct or indirect expenses as shown below:

(a) DISTRICT will pay a maximum of 5-percent markup, including markup applied to any contract for sub-contractors, or unless a lower markup is specified in the proposal. This 5- percent is not cumulative in that the DISTRICT will not pay markup on mark up. Bids/proposals shall provide these costs in the bid/proposal provided to the DISTRICT. If such costs are not included at that time, they shall not be charged during the course of the work.

(b) DISTRICT will not pay CONSULTANT for out of pocket expenses such as local travel, mileage, car rental, meals, phone calls, data management, and other overhead incidentals unless specifically accepted as part of the proposal costs. DISTRICT will pay for reproducing of documents, copying costs, postage, and courier delivery (requested by DISTRICT) at the rate and quantity described in the Proposal, or reimbursed for the actual out-of-pocket expenses, without mark-up, if not included in the Proposal.

(c) The DISTRICT will not pay for any equipment or equipment rental needed to complete the work such as GPS units, survey equipment, and computers.

(d) Products purchased or provided by the CONSULTANT at the DISTRICT’s request such as software, hardware and supplies will be billed at cost plus applicable shipping, handling, and taxes, without markup.

ARTICLE XV – NOTICES: Any notice required to be given by one Party to the other Party shall be sufficient if given in writing, mailed via registered or certified mail, postage prepaid, addressed as respectively indicated, or at such other place as the applicable party may from time to time designate by written notice. Notice shall be deemed given upon deposit in the US Mail.

A. To the CONSULTANT addressed to:

Drew Kennedy
Gannett Fleming Inc.
2251 Douglas Boulevard, Suite 200
Roseville, CA 95661

B. To the DISTRICT addressed to:

Jennifer Hanson, General Manager
Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

ARTICLE XVI - SUCCESSORS AND ASSIGNS: CONSULTANT agrees and understands that DISTRICT is retaining the services of CONSULTANT based on the unique experience ~~and expertise~~ of CONSULTANT and the professional experience ~~and expertise~~ of the personnel, including sub-consultants, who CONSULTANT has advised DISTRICT will be assigned to the Project. CONSULTANT has studied the project as part of its proposal and commits that it has the staff and resources to complete the Project. Therefore, CONSULTANT shall not assign its interest in this AGREEMENT, nor voluntarily change, reassign, or redeploy those key personnel and sub-consultants assigned to the Project, without the express, prior approval of DISTRICT, which approval shall be within the DISTRICT's sole and unlimited discretion. Subject to such rights of the DISTRICT and the limitations on assignment by CONSULTANT, this AGREEMENT shall be binding upon the heirs, successors, executors, administrators, and assigns of DISTRICT and CONSULTANT. No assignment by CONSULTANT shall relieve CONSULTANT of its obligations hereunder without the express, written release, of DISTRICT.

ARTICLE XVII – MERGER: This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

ARTICLE XVIII – AMENDMENT: The Parties may not amend this Agreement, except by written agreement of the parties.

ARTICLE XIX - QUALITY ASSURANCE: All materials, including documents, drawings, and maps prepared by CONSULTANT shall be of ~~the highest professional quality and standard~~ a professional quality and standard consistent with Article VI. CONSULTANT shall proofread all documents to be delivered to DISTRICT, and shall ensure, without limitation, that such materials are free of spelling, grammar, punctuation, and syntax errors. If CONSULTANT fails to deliver ~~error-free~~ materials meeting the professional standards, DISTRICT reserves the right to identify revisions and require the CONSULTANT to revise and resubmit the document to the DISTRICT for further review. None of the costs for corrections or resubmittal, such as labor and printing, shall be charged to the DISTRICT.

ARTICLE XX – HANDLING OF PROJECT RELATED INFORMATION: CONSULTANT and its subcontractors or employees shall not promote, distribute, or present materials or information concerning this project without the expressed permission of the General Manager or his assigns. Requests for information on this project shall be approved by the DISTRICT prior to release.

~~ARTICLE XXI – CYBER SECURITY REQUIREMENTS: CONSULTANT shall meet all requirements shown in Exhibit D.~~

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT, on the respective dates indicated below.

CONSULTANT:

DISTRICT:

By _____
Drew Kennedy, Vice President
Gannett Fleming Inc.

By _____
Jennifer Hanson, General Manager
Nevada Irrigation District

Date _____

Date _____

*CONSULTANT shall attach a Corporate Resolution authorizing an individual to execute agreements on behalf of a corporation. CONSULTANT shall also attach a current IRS Form W-9 providing an Employer Identification Number (EIN) and/or Social Security Number (SSN) if sole proprietor.

DRAFT

EXHIBIT A

CONSULTING SERVICES

Dam Safety Program Support Services

TASK ORDER NO. _____

The DISTRICT hereby requests and authorizes the CONSULTANT to perform the following services:

SCOPE OF SERVICES:

TIME FOR COMPLETION:

SPECIAL CONDITIONS:

DELIVERABLES:

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per attached Schedule of Billing Rates (EXHIBIT B) not to exceed amounts set forth in CONSULTANT's proposal described under scope of services, in the amount of \$ _____.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with that AGREEMENT between DISTRICT and CONSULTANT dated _____.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

EXHIBIT B

CONSULTING SERVICES

Dam Safety Program Support Services

COMPENSATION SCHEDULE

Civil/Geotechnical/Geological

Chief Engineer/Geologist.....	\$ 320.00
Principal Engineer/Geologist II	300.00
Principal Engineer/Geologist I	285.00
Senior Consultant	260.00
Senior Project Engineer/Geologist III	255.00
Senior Project Engineer/Geologist II	230.00
Senior Project Engineer/Geologist I	210.00
Project Engineer/Geologist II	195.00
Project Engineer/Geologist I	175.00
Staff Engineer/Geologist.....	165.00
Senior Designer/Geologist.....	145.00
Designer/Geologist	135.00

Electrical/Mechanical

Chief Electrical/Mechanical Engineer	\$ 320.00
Principal Electrical/Mechanical Engineer II	300.00
Principal Electrical/Mechanical Engineer I	285.00
Senior Consultant	260.00
Senior Project Electrical/Mechanical Engineer III.....	270.00
Senior Project Electrical/Mechanical Engineer II.....	245.00
Senior Project Electrical/Mechanical Engineer I.....	225.00
Project Electrical/Mechanical Engineer II	205.00
Project Electrical/Mechanical Engineer I	190.00
Staff Electrical/Mechanical Engineer	175.00
Senior Electrical/Mechanical Designer	150.00
Designer Electrical/Mechanical	140.00

Security & Safety

Senior Principal Consultant	\$ 280.00
Principal Consultant.....	252.00
Senior Associate Consultant	240.00
Senior Consultant	231.75
Consultant.....	200.00
Senior Analyst.....	168.41
Analyst.....	136.50
Junior Analyst	111.30

Support Services

Senior GIS Analyst	\$ 165.00
Chief CADD Technician.....	160.00
CADD/GIS Technician.....	130.00
Senior Admin	135.00
Technical Writer/Admin	120.00
Intern.....	75.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$640 per hour.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance 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, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1.	General Liability: <i>Including operations, products and completed operations.</i>	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3.	Employer's Liability	\$1,000,000	Per accident for bodily injury or disease.
4.	Errors & Omissions Liability:	\$1,000,000	Per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or (b) the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

EXHIBIT C

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return-receipt requested, has been given to the District.

If Errors and Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Consultant shall furnish the District with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer may acquire by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the District for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.



NEVADA IRRIGATION DISTRICT
(Est. 1921)

CONSULTING SERVICES

Dam Safety Program Support Services
(50112-52603)

TASK ORDER NO. 1

2023

The DISTRICT hereby requests and authorizes the CONSULTANT to perform the following services:

SCOPE OF SERVICES:

Provide 8 hours per month of general Dam Safety Program support and engineering services, of which one hour per month will be an in-person meeting with the CDSC and the DSE at the District's Hydroelectric Headquarters in Colfax, CA to discuss, track, and plan Dam Safety work. The District prefers that the general Dam Safety Program support be provided by a licensed professional engineer with a minimum of ten years of dam safety experience, working with FERC and DSOD. General Dam Safety Program support services may include, but are not limited to the following:

- Provide a single point of contact for General Dam Safety Program support services and as-needed dam safety engineering services.
- Provide dam safety guidance and assistance on routine, special, or emergency topics.
- Provide dam safety guidance and assistance in responding to FERC and DSOD letters and recommendations.
- Provide review comments on reports and studies by others.
- Provide assistance with bidding and construction management.

Provide 10 hours per month of administrative support for the District's Dam Safety Program both remote and in-office, as required. This work is anticipated to include logging, tracking, scanning, and filing dam safety inspection reports, tracking work orders, and assisting the DSE with other required administrative tasks as needed.

Provide staff engineer level support to prepare the annual Dam Safety Surveillance and Monitoring Report (DSSMR) and other support as needed.

Provide additional, as-needed dam safety engineering services and technical expertise encompassing geotechnical, seismological, structural, hydrologic and hydraulic engineering, analyses, design work, and regulatory compliance support and project management functions as required by the District.

- Provide design, analysis, and recommend repair methods to structures and equipment.
- Perform dam safety studies and analyses.

- Provide insight to the District of latest repair, modification, and replacement methods and procedures and assist in finding vendors or contractors to implement repairs.
- Project planning for dam safety projects including preparation of schedules and budgets.

TIME FOR COMPLETION:

December 31, 2023

SPECIAL CONDITIONS:

None

DELIVERABLES:

The deliverables for each task will vary. Gannett Fleming will provide adequate level of documentation.

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per attached Schedule of Billing Rates (Exhibit B) not to exceed amounts set forth in CONSULTANT's proposal described under scope of services, in the amount of \$100,000.00.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with the AGREEMENT between DISTRICT and CONSULTANT dated _____.

Approved for DISTRICT

Approved for CONSULTANT

By _____
Jennifer Hanson, General Manager
NEVADA IRRIGATION DISTRICT

By _____
Drew Kennedy, Vice President
Gannett Fleming Inc.

Date _____

Date _____