

## **SITES PROJECT JOINT POWERS AUTHORITY NOTICE OF SPECIAL MEETING AND AGENDA**

*All Agenda Items are for Discussion and Possible Action by the Board of Directors*

Notice is hereby given that a Special Meeting of the Sites Joint Powers Authority will be held on September 9, 2015, at 9:00 a.m. at the Westside Water District, 5005 Highway 20, Williams, California 95987.

9:00 p.m.

**Call to Order and Approval of Agenda**

The Board may take action to add item(s) to the agenda in accordance with Government Code Section 54954 2(b)

1. **Flag Salute**

2. **Public Participation**

This time is set-aside for members of the public that wish to address the Authority regarding matters within the jurisdiction of the Authority. Individuals are requested to limit comments to a maximum of five minutes.

3. **Work Plan & Budget**

- a. Presentation of an initial working draft work plan and budget through Phase 1, **(See electronic file or excerpts as Attachment A)**
- b. Review, discuss, and provide direction to staff regarding the following:
  1. Proposed FY 2015 operating budget,
  2. Budget targets for Phase 1, FY 2016 & FY 2017,
  3. Cost center structure & allocation of costs to costs between expense and capital cost centers and
  4. Proposed timeline. **(See Attachment B)**
- c. Review, discuss, and provide direction to staff regarding proposed ground rules that should apply to cost management and governance. **(See Attachment C)**

4. **Member Agency Funding Commitment:**

- a. Review, discuss, & provide direction to staff regarding the proposed use of Project Agreements as contemplated in the Agreement's Article V and that align with proposed cost centers to obtain funding and/or service commitments from each participating member agency. **(A concept letter-agreement is proposed (see Attachment D).**
- b. Staff requests each member agency tentatively identify the following:
  - (1) which capital cost centers they propose to contribute financially and with in-kind services and
  - (2) ability to support the timeline for an October 1 implementation of the FY 2015 budget.

5. **Amendment #2 to Sites Project Authority Agreement**  
Review and discuss Amendment #2 to the Sites Project Authority Joint Exercise of Powers Agreement in context of budget/cost management, governance, and status of member agency board's approval. **Further**, provide direction to staff regarding any changes to proposed Amendment #2.
6. **Proposition 1 Grants:**
  - a. **Chapter 8 (\$2.7 Billion) – Funding & Participation:**  
Provide direction to staff regarding strategy and timing to expand participation in the Sites Reservoir Project. **(Based on proposed Phase 1 budget and work plan)**
  - b. **Chapter 6 (misc. funding):**  
Provide update and analysis of how best to proceed with the following two grant programs:
    - CA DFW Watershed Restoration & Delta Water Quality Ecosystem Restoration Grant Program, FY 2015/16, (Due Sept 16, 2015).
    - Wildlife Conservation Board: California Streamflow Enhancement Program, FY 2015/16, (Due Sept 30).
7. **Contracts**  
Discuss legal review of commercial terms and conditions associated with standard form contracts proposed by AECOM and Ch2m **(See Attachment E)**.
8. **Lines of Communications**  
Discuss and provide direction to staff regarding staff's proposed lines of communication with the member agencies. **(See Attachment F)**
9. **Future Board Agenda Topics**
  - a. Staff recommends the October Board Meeting to devote time to address governance issues; both outstanding items (e.g. bylaws) and implementation of Project Agreements.
  - b. Staff suggests that future Board agendas include specific topics related to implementation of the Sites Reservoir Project. Topics to consider include:
    - Dam safety/ownership responsibilities;
    - CEQA vs NEPA;
    - Insurance for infrastructure projects;
    - Financing using traditional and non-traditional methods, and
    - Alternative project delivery options.
  - c. Member suggestions.

**Adjourn**

**Any documents related to agenda items that are made available to the board before the meeting shall be available for review by the public at 547 Market Street, Ste. 102, Colusa, CA 95932**

**In compliance with the Americans with Disabilities Act, if you need special assistance or accommodations to participate in this meeting, please contact Ann Nordyke at the County of Colusa at 530-458-0509. Notification at least 48 hours prior to the meeting will enable the Sites Project Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.101-35.164 ADA Title II.)**

## Cost Commitment Schedule (Not a Cash Flow Schedule)

In 2015 dollars

Cumulative Expenses: \$ (981,788) \$ (5,358,640) \$ (8,003,201) \$ (8,003,201)  
 Cumulative Revenue: \$ 397,000 \$ - \$ - \$ -  
 Difference: \$ (584,788) \$ (5,358,640) \$ (8,003,201) \$ (8,003,201)  
 Owner's Contingency: \$ (7,500) \$ (321,173) \$ (484,918) \$ -

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018
<b>Expense Total</b>				\$ (8,003,201)	\$ (981,788)	\$ (4,376,853)	\$ (2,644,561)	\$ -
Exp-Total	Authority Total			\$ (1,398,076)	\$ (178,455)	\$ (588,417)	\$ (631,204)	\$ -
Exp-Total	Water Total			\$ (5,724,125)	\$ (608,832)	\$ (3,304,436)	\$ (1,810,857)	\$ -
Exp-Total	Power Total			\$ (186,500)	\$ (32,500)	\$ (154,000)	\$ -	\$ -
Exp-Total	Region Total			\$ (422,500)	\$ -	\$ (220,000)	\$ (202,500)	\$ -
Exp-Total	Operations Total			\$ (272,000)	\$ (162,000)	\$ (110,000)	\$ -	\$ -
Exp-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -
<b>In Kind Services Total</b>				\$ (90,000)	\$ -	\$ (30,000)	\$ (60,000)	\$ -
IKS-Total	Authority Total			\$ (90,000)	\$ -	\$ (30,000)	\$ (60,000)	\$ -
IKS-Total	Authority Total			\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue Total</b>				\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -
Rev-Total	Authority Total			\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -
Rev-Total	Water Total			\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Total	Power Total			\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Total	Region Total			\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Total	Operations Total			\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -

# Attachment A-2, Phase 1 Budget Summary

## Cost Commitment Schedule (Not a Cash Flow Schedule)

In 2015 dollars

Cumulative Expenses: \$ (981,788) \$ (5,358,640) \$ (8,003,201) \$ (8,003,201)  
 Cumulative Revenue: \$ 397,000 \$ - \$ - \$ -  
 Difference: \$ (584,788) \$ (5,358,640) \$ (8,003,201) \$ (8,003,201)  
 Owner's Contingency: \$ (7,500) \$ (321,173) \$ (484,918) \$ -

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018	Assumption or Comment
<b>Expense Total</b>	<b>Authority Total</b>			<b>\$ (8,003,201)</b>	<b>\$ (981,788)</b>	<b>\$ (4,376,853)</b>	<b>\$ (2,644,561)</b>	<b>\$ -</b>	See line-item details
Exp-Authority	General Manager, Services	20%	Watson	\$ (1,398,076)	\$ (178,455)	\$ (588,417)	\$ (631,204)	\$ -	See line-item details
Exp-Authority	General Manager, Expenses	20%	Watson	\$ (182,099)	\$ (39,244)	\$ (64,934)	\$ (77,921)	\$ -	See line-item details
Exp-Authority	Accounting & Taxes, Bond		Bond	\$ (21,960)	\$ (2,760)	\$ (9,600)	\$ (9,600)	\$ -	Invoice on Time & Materials
Exp-Authority	Financial Audit		Kenny	\$ (64,870)	\$ (16,870)	\$ (24,000)	\$ (24,000)	\$ -	Invoice on Time & Materials
Exp-Authority	Legal Services, Kenny			\$ (22,500)	\$ (6,500)	\$ (8,000)	\$ (8,000)	\$ -	Any future cost will be applied to the Power cost center
Exp-Authority	Legal Services, Holland (Federal/Power)		Ceppos	\$ (161,495)	\$ (72,995)	\$ (46,500)	\$ (42,000)	\$ -	Assumes work w/ CMC ends w/ draft regis to OAL
Exp-Authority	Legal Services, Sacramento State			\$ (906)	\$ (906)	\$ -	\$ -	\$ -	No charges after Oct 1
Exp-Authority	Sacramento State			\$ (10,693)	\$ (693)	\$ (10,000)	\$ -	\$ -	Additional insurance will likely be needed to advance water supply to construction
Exp-Authority	Mandelberg			\$ (4,375)	\$ (4,375)	\$ -	\$ -	\$ -	
Exp-Authority	URS			\$ (11,006)	\$ (11,006)	\$ -	\$ -	\$ -	
Exp-Authority	Board Insurance (10/11x thru 9/30/x+1)		ACWA	\$ (9,936)	\$ (5,570)	\$ (2,183)	\$ (2,183)	\$ -	
Exp-Authority	Industry (Dues, Subscriptions & Ads)			\$ (2,400)	\$ (400)	\$ (1,000)	\$ (1,000)	\$ -	
Exp-Authority	Postage and Shipping Expense			\$ (785)	\$ (85)	\$ (200)	\$ (500)	\$ -	
Exp-Authority	Administrative Support to GM	20%	TBD	\$ (21,000)	\$ -	\$ (7,000)	\$ (14,000)	\$ -	
Exp-Authority	Project Scheduler & Controls Manager	20%	TBD	\$ (40,000)	\$ -	\$ (15,000)	\$ (25,000)	\$ -	
Exp-Authority	Document Controls Manager	20%	TBD	\$ (48,000)	\$ -	\$ (38,000)	\$ (10,000)	\$ -	
Exp-Authority	Rent & Utilities		Colusa Co	\$ (18,000)	\$ -	\$ (9,000)	\$ (9,000)	\$ -	Need to get an estimate from Colusa County
Exp-Authority	US Flag			\$ (50)	\$ (50)	\$ -	\$ -	\$ -	
Exp-Authority	Misc Office Supplies			\$ (12,000)	\$ -	\$ (6,000)	\$ (6,000)	\$ -	Assumes hardware located at project office
Exp-Authority	Update Website & Data Access/Storage			\$ (50,000)	\$ -	\$ (50,000)	\$ -	\$ -	AL T: Assign staff from a member agency (in-kind service)
Exp-Authority	Public Information Officer/Manager		TBD	\$ (310,000)	\$ (10,000)	\$ (120,000)	\$ (180,000)	\$ -	May want to expand to other water industry events or public venues (e.g. state fair)
Exp-Authority	Educational Materials (Brochures, Fact Sheets, Newspaper Ads)			\$ (105,000)	\$ (5,000)	\$ (50,000)	\$ (50,000)	\$ -	
Exp-Authority	Display or Booth at ACWA Conferences (or equivalent)			\$ (10,000)	\$ (2,000)	\$ (4,000)	\$ (4,000)	\$ -	
Exp-Authority	Governmental Affairs, Federal			\$ -	\$ -	\$ -	\$ -	\$ -	Assumes Phase 1 relies on Member Agency's consultants
Exp-Authority	Governmental Affairs, State			\$ (120,000)	\$ -	\$ (60,000)	\$ (60,000)	\$ -	Alt: Use Member Agency's consultants
Exp-Authority	Grant Management & Administration Services		TBD	\$ (171,000)	\$ -	\$ (63,000)	\$ (108,000)	\$ -	Assumes effort ramps up during CMC negotiations
Exp-Authority	Financial Services (Bond strategy)		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	Assumes all work is on commission. Consider retaining an advisor to assist with strategy development
Exp-Authority	TBD		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
<b>Exp-Authority</b>	<b>Water Total</b>			<b>\$ (5,724,125)</b>	<b>\$ (608,832)</b>	<b>\$ (3,304,436)</b>	<b>\$ (1,810,857)</b>	<b>\$ -</b>	
Exp-Water	General Manager, Services	80%	Watson	\$ (728,397)	\$ (156,978)	\$ (259,736)	\$ (311,883)	\$ -	
Exp-Water	General Manager, Expenses	80%	Watson	\$ (68,640)	\$ (11,040)	\$ (28,800)	\$ (28,800)	\$ -	
Exp-Water	Administrative Support to GM	80%	TBD	\$ (84,000)	\$ -	\$ (28,000)	\$ (56,000)	\$ -	
Exp-Water	Project Scheduler & Controls Manager	80%	TBD	\$ (160,000)	\$ -	\$ (60,000)	\$ (100,000)	\$ -	
Exp-Water	Document Controls Manager	80%	TBD	\$ (87,000)	\$ -	\$ (47,000)	\$ (40,000)	\$ -	
Exp-Water	Insurance (Commercial & General L & Professional L)		TBD	\$ (15,000)	\$ -	\$ (7,500)	\$ (7,500)	\$ -	Need to work with an insurance broker to understand risk & premium
Exp-Water	Financial Services (Bond strategy)		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	Assumes all work is on commission
Exp-Water	Bond Counsel		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	Assumes all work is on commission
Exp-Water	Feasibility Report TO #1 (Task 1, 2, 3)		AECOM	\$ (47,357)	\$ (47,357)	\$ -	\$ -	\$ -	
Exp-Water	Feasibility Report TO #2 (Task 4, 5 & 9)		AECOM	\$ (137,590)	\$ -	\$ (137,590)	\$ -	\$ -	
Exp-Water	Feasibility Report TO #3 (Task 6)		AECOM	\$ (378,651)	\$ -	\$ (378,651)	\$ -	\$ -	
Exp-Water	Feasibility Report TO #3 (Task 7)		AECOM	\$ (181,183)	\$ -	\$ (181,183)	\$ -	\$ -	

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018	Assumption or Comment
Exp-Water	Feasibility Report TO #3 (Task 8)		AECOM	\$ (310,950)	\$ -	\$ (310,950)	\$ -	\$ -	
Exp-Water	Feasibility Report, TO #4 (Task 10 & 11)		AECOM	\$ (47,853)	\$ -	\$ (47,853)	\$ -	\$ -	
Exp-Water	Grid Interconnection Studies		AECOM	\$ (35,000)	\$ -	\$ (35,000)	\$ -	\$ -	
Exp-Water	Feasibility Report, Owner's Contingency		SPA	\$ (109,123)	\$ -	\$ (109,123)	\$ -	\$ -	
Exp-Water	Env & Ops TO #1 (Task #1)		Ch2m	\$ (205,000)	\$ (205,000)	\$ -	\$ -	\$ -	
Exp-Water	Env & Ops TO #1 (Task #2 & #4)		Ch2m	\$ (78,458)	\$ (78,458)	\$ -	\$ -	\$ -	
Exp-Water	Env & Ops TO #1 (Task 5.1 & 6.1)		Ch2m	\$ (40,000)	\$ (40,000)	\$ -	\$ -	\$ -	
Exp-Water	Env & Ops TO #2 (Task #7) 1st Draft		Ch2m	\$ (512,000)	\$ -	\$ (512,000)	\$ -	\$ -	
Exp-Water	Env & Ops TO #2 (Task #8)		Ch2m	\$ (162,000)	\$ -	\$ (162,000)	\$ -	\$ -	
Exp-Water	Env & Ops TO #3 (Task #9) 2nd Draft		Ch2m	\$ (100,000)	\$ -	\$ (100,000)	\$ -	\$ -	
Exp-Water	Env & Ops TO #3 (Task #10) Final Draft		Ch2m	\$ (49,456)	\$ -	\$ -	\$ (49,456)	\$ -	
Exp-Water	Env & Ops TO #3 (Task #11)		Ch2m	\$ (50,000)	\$ -	\$ -	\$ (50,000)	\$ -	
Exp-Water	Incorporate Grid Interconnection into EIR/S		Ch2m	\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Water	Env & Ops Owners Contingency		SPA	\$ (92,318)	\$ -	\$ (77,400.00)	\$ (14,918)	\$ -	An independent opinion of the current AD EIR/S is needed. Then advise on strategy to complete for CMC
Exp-Water	CEQA Legal Counsel		TBD	\$ (275,000)	\$ (25,000)	\$ (150,000)	\$ (100,000)	\$ -	An independent opinion of the current AD EIR/S is needed. Then advise on strategy to complete for CMC. Alt. Use Solicitor's office.
Exp-Water	NEPA Legal Counsel		TBD	\$ (175,000)	\$ (25,000)	\$ (100,000)	\$ (50,000)	\$ -	1998-99 Studies. Requires a minimum of 2 seasons of data collection
Exp-Water	Update Terrestrial & Plant Studies for BA		TBD	\$ (150,000)	\$ -	\$ (75,000)	\$ (75,000)	\$ -	
Exp-Water	Retain Former DWR PM for EIR/S (Retired Annuitant)		Bogener	\$ (81,000)	\$ -	\$ (36,000)	\$ (45,000)	\$ -	
Exp-Water	Update Aquatic Studies for BA		TBD	\$ (50,000)	\$ -	\$ (25,000)	\$ (25,000)	\$ -	Assumes DWR will perform this work at their cost. Only coordination. Studies. Requires a minimum of 2 seasons of data collection.
Exp-Water	Update Cultural Resource & Tribal Studies		TBD	\$ (20,000)	\$ -	\$ (10,000)	\$ (10,000)	\$ -	
Exp-Water	Assess GIS datasets for use in preparing draft EIR		TBD	\$ (60,000)	\$ (20,000)	\$ (40,000)	\$ -	\$ -	DWR's NRO performed this work. Status & condition of this work is unknown
Exp-Water	Update GIS for use in draft EIR/S		TBD	\$ (100,000)	\$ -	\$ (100,000)	\$ -	\$ -	ALT: DWR convert prior work to current standards (create geodatabases). Long-term assumption is Colusa County maintains geodatabases & project's standards
Exp-Water	Develop Mitigation Plan & Locations for inclusion in		TBD	\$ (30,000)	\$ -	\$ -	\$ (30,000)	\$ -	Unable to find any prior studies. Will be needed for CMC submittal
Exp-Water	Administrative Record - Assessment		TBD	\$ (35,000)	\$ -	\$ (35,000)	\$ -	\$ -	Need to assess adequacy of DWR's & USBR's processes & documents
Exp-Water	Administrative Record Support/Compile		TBD	\$ (100,000)	\$ -	\$ -	\$ (100,000)	\$ -	At a minimum, work by SPA will need to be compiled into an admin record
Exp-Water	Water Rights Legal Counsel		TBD	\$ (200,000)	\$ -	\$ (100,000)	\$ (100,000)	\$ -	Concern raised at Aug 24 Manager's meeting
Exp-Water	Additional Consultants, Owner's Contingency		TBD	\$ (368,150)	\$ -	\$ (100,650)	\$ (267,500)	\$ -	Changed conditions. Either (a) CMC Changes due to OAL &/or (b) EIR/S requires more effort to meet current requirements
Exp-Water	Land & ROW (Temporary Access)		TBD	\$ (200,000)	\$ -	\$ -	\$ (200,000)	\$ -	ALT: Shift effort into Phase 2
Exp-Water	Prepare Prop 1, Chapter 8 Solicitation		TBD	\$ (50,000)	\$ -	\$ (50,000)	\$ -	\$ -	
Exp-Water	Unforeseen Work		TBD	\$ (150,000)	\$ -	\$ -	\$ (150,000)	\$ -	
Exp-Water	TBD		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Total	Power Total			\$ (186,500)	\$ (32,500)	\$ (154,000)	\$ -	\$ -	See line-item details
Exp-Power	Understanding of Regulatory Changes		TBD	\$ (25,000)	\$ (25,000)	\$ -	\$ -	\$ -	
Exp-Power	Market Research/Interest			\$ (30,000)	\$ -	\$ (30,000)	\$ -	\$ -	
Exp-Power	Estimate Potential			\$ (50,000)	\$ -	\$ (50,000)	\$ -	\$ -	
Exp-Power	Prepare Power Developer Solicitation			\$ (35,000)	\$ -	\$ (35,000)	\$ -	\$ -	
Exp-Power	File Permit Applications (FERC)			\$ (25,000)	\$ -	\$ (25,000)	\$ -	\$ -	
Exp-Power	Feasibility Report, Owner's Contingency		SPA	\$ (21,500)	\$ (7,500)	\$ (14,000)	\$ -	\$ -	
Exp-Power	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Total	Region Total			\$ (422,500)	\$ -	\$ (220,000)	\$ (202,500)	\$ -	See line-item details
Exp-Region	Economic Benefits Study Part 1 (Sacramento Valle TBD			\$ (150,000)	\$ -	\$ (150,000)	\$ -	\$ -	
Exp-Region	Economic Benefits Study Part 2 (California) TBD			\$ (100,000)	\$ -	\$ -	\$ (100,000)	\$ -	
Exp-Region	Public Education of Benefits TBD			\$ (50,000)	\$ -	\$ (50,000)	\$ -	\$ -	
Exp-Region	Public Input to Prioritize Recreation			\$ (50,000)	\$ -	\$ -	\$ (50,000)	\$ -	

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018	Assumption or Comment
Exp-Region	Feasibility Report, Owner's Contingency		SPA	\$ (72,500)	\$ -	\$ (20,000)	\$ (52,500)	\$ -	
Exp-Region	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Region	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Total	Operations Total			\$ (272,000)	\$ (162,000)	\$ (110,000)	\$ -	\$ -	See line-item details
Exp-Operations	Feasibility Report, TO #2 (X % of Task 9)		AECOM	\$ -	\$ -	\$ -	\$ -	\$ -	Need to move \$ from Water cost center to here
Exp-Operations	Env & Ops TO #1 (Task 3)		Ch2m	\$ (162,000)	\$ (162,000)	\$ -	\$ -	\$ -	Need to move \$ from Water cost center to here
Exp-Operations	Env & Ops TO #2 (Task 5.2 & 6.2)		Ch2m	\$ (110,000)	\$ -	\$ (110,000)	\$ -	\$ -	
Exp-Operations	Additional CALSIM Modeling (Chapter 6 Grant via DWR & SWR)			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Operations	Additional Groundwater Modeling (Chapter 10 Grant via DWR)			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Operations	Additional CALSIM Modeling (\$ by USBR via cost-share)			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Operations	Additional CALSIM Modeling (Work of \$ By DWR)			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Operations	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Exp-Other				\$ -	\$ -	\$ -	\$ -	\$ -	
Exp-Other				\$ -	\$ -	\$ -	\$ -	\$ -	
In Kind Services Total				\$ -	\$ -	\$ -	\$ -	\$ -	
IKS-Total	Authority Total			\$ (90,000)	\$ -	\$ (30,000)	\$ (60,000)	\$ -	See line-item details
IKS-Authority	Administrative Support to Board (in-kind Service)		Colusa Co.	\$ (90,000)	\$ -	\$ (30,000)	\$ (60,000)	\$ -	See line-item details
IKS-Authority	Monthly Manager's Meeting (in-Kind Svc)	20%	Members	\$ -	\$ -	\$ -	\$ -	\$ -	Need to get an estimate from Colusa County
IKS-Water	Authority Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
IKS-Water	Monthly Manager's Meeting (in-Kind Svc)	80%	Members	\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Revenue Total				\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -	See line-item details
Rev-Total	Authority Total			\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -	See line-item details
Rev-Authority	Colusa County			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Authority	Colusa County Water District			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Glenn County			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Glenn Colusa Irrigation District			\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	
Rev-Authority	Maxwell Irrigation District			\$ 17,000	\$ 17,000	\$ -	\$ -	\$ -	
Rev-Authority	Orland-Artois Water District			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Proberta + 5 Water Districts			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Reclamation District 108			\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	
Rev-Authority	Tehama Colusa Canal Authority			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Authority	Westside Water District			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Yolo County Flood Control & Water Conservation District			\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Rev-Authority	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Rev-Total	Water Total			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Colusa County Water District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Glenn Colusa Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Maxwell Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Orland-Artois Water District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Proberta + 5 Water Districts			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Reclamation District 108			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Westside Water District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018	Assumption or Comment
Rev-Water	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Water	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Total	Power Total			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Colusa County			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Rev-Power	Glenn Colusa Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Reclamation District 108			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Tehama Colusa Canal Authority			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Department of Water Resources			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	United States Bureau of Reclamation			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Power Developer A			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Power	Power Developer B			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Total	Region Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Rev-Region	Colusa County			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Region	Glenn County			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Region	Glenn Colusa Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Region	Reclamation District 108			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Region	Yolo County Flood Control & Water Conservation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Region	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Total	Operations Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Rev-Operations	Department of Water Resources			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Operations	Glenn Colusa Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Operations	Maxwell Irrigation District			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Operations	Tehama Colusa Canal Authority			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Operations	United States Bureau of Reclamation			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Operations	Additional Agencies			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Rev-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Other	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Other	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	
Rev-Other	TBD			\$ -	\$ -	\$ -	\$ -	\$ -	

# Attachment A-3, Phase 1 Budget (FY2015)

## Cost Commitment Schedule (Not a Cash Flow Schedule)

Cumulative Expenses: \$ (58,021) \$ (85,852) \$ (288,423) \$ (835,988) \$ (892,488) \$ (974,288) \$ (981,788)  
 Cumulative Revenue: \$ 397,000 \$ 397,000 \$ 397,000 \$ 397,000 \$ 397,000 \$ 397,000 \$ 397,000  
 Difference: \$ 338,979 \$ 311,148 \$ 108,577 \$ (438,988) \$ (495,488) \$ (577,288) \$ (584,788)  
 Owner's Contingency: \$ (7,500)

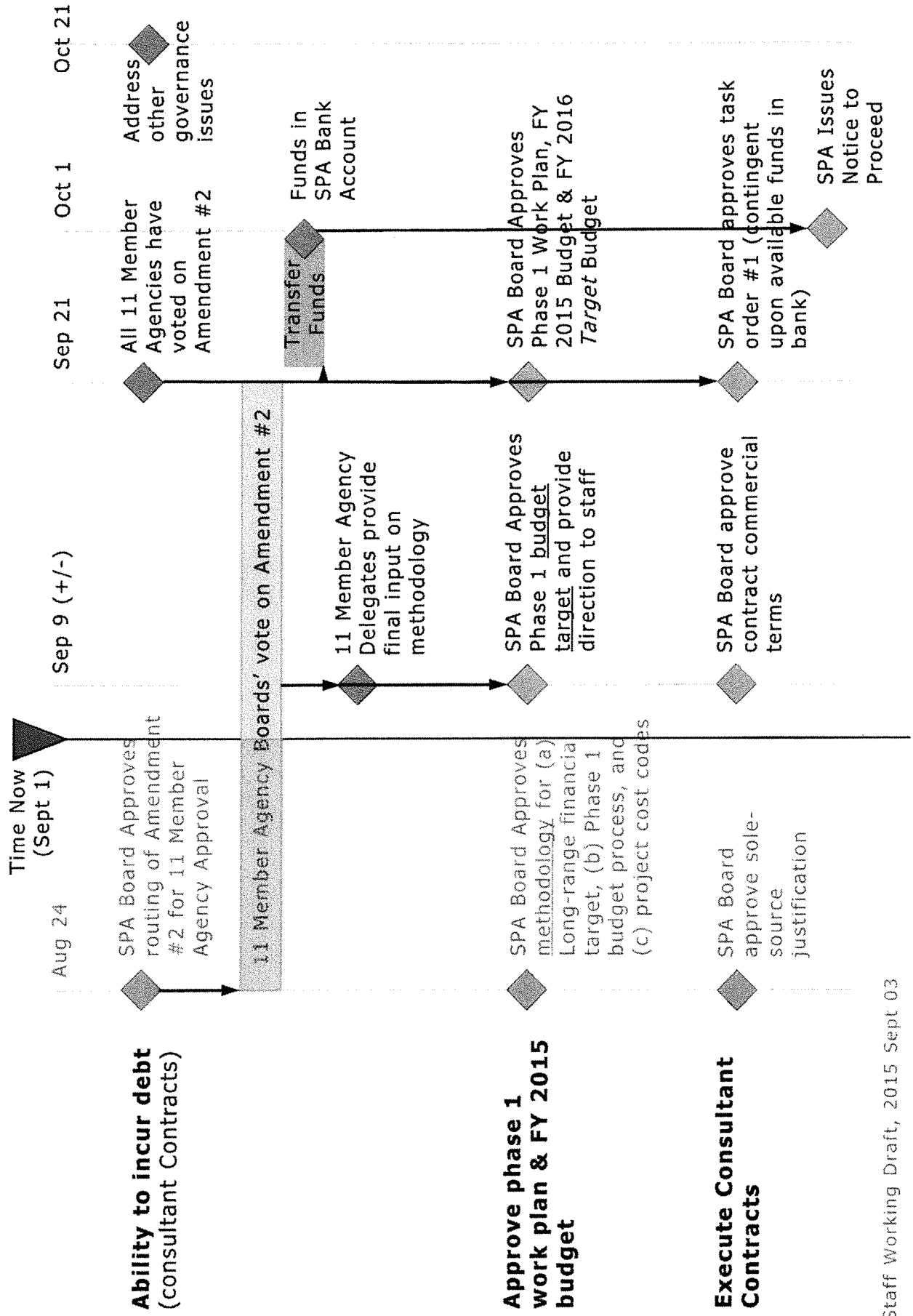
Category	Description	Pct	Name	Phase 1 Total	2015 Sunk Cost	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015	Pct Total 2015
<b>Expense Total</b>	<b>Authority Total</b>			<b>\$ (8,003,201)</b>	<b>\$ (58,021)</b>	<b>\$ (27,831)</b>	<b>\$ (202,571)</b>	<b>\$ (547,565)</b>	<b>\$ (56,500)</b>	<b>\$ (81,800)</b>	<b>\$ (981,788)</b>
Exp-Authority	General Manager, Services	20%	Watson	\$ (1,398,076)	\$ (58,021)	\$ (14,316)	\$ (55,269)	\$ (12,350)	\$ (29,100)	\$ (9,400)	\$ (178,455)
Exp-Authority	General Manager, Expenses	20%	Watson	\$ (182,099)		\$ (3,019)	\$ (36,226)				\$ (39,244)
Exp-Authority	Accounting & Taxes, Bond		Bond	\$ (21,960)		\$ (360)	\$ (600)	\$ (600)	\$ (600)	\$ (600)	\$ (2,760)
Exp-Authority	Financial Audit			\$ (64,870)	\$ (8,360)	\$ (1,500)	\$ (1,760)	\$ (1,750)	\$ (1,750)	\$ (1,750)	\$ (16,870)
Exp-Authority	Legal Services, Kenny		Kenny	\$ (22,500)	\$ (5,900)	\$ (600)					\$ (6,500)
Exp-Authority	Legal Services, Holland (Federal/Power)			\$ (161,495)	\$ (28,776)	\$ (6,719)	\$ (12,500)	\$ (10,000)	\$ (10,000)	\$ (5,000)	\$ (72,995)
Exp-Authority	Legal Services, Sacramento State		Ceppos	\$ (906)	\$ (906)						\$ (906)
Exp-Authority	Mandelberg			\$ (10,693)	\$ (693)						\$ (693)
Exp-Authority	URS			\$ (4,375)	\$ (4,375)						\$ (4,375)
Exp-Authority	Board Insurance (10/1/x thru 9/30/x+1)		ACWA	\$ (11,006)	\$ (6,886)	\$ (2,118)	\$ (2,000)				\$ (11,006)
Exp-Authority	Industry (Dues, Subscriptions & Ads)			\$ (9,936)	\$ (1,637)	\$ (2,183)			\$ (1,750)		\$ (5,570)
Exp-Authority	Postage and Shipping Expense			\$ (2,400)	\$ (400)						\$ (400)
Exp-Authority	Administrative Support to GM	20%	TBD	\$ (785)	\$ (85)						\$ (85)
Exp-Authority	Project Scheduler & Controls Manager	20%	TBD	\$ (40,000)							
Exp-Authority	Document Controls Manager	20%	TBD	\$ (48,000)							
Exp-Authority	Rent & Utilities		Colusa Co.	\$ (18,000)							
Exp-Authority	US Flag			\$ (50)					\$ (50)		\$ (50)
Exp-Authority	Misc Office Supplies			\$ (12,000)							
Exp-Authority	Update Website & Data Access/Storage			\$ (50,000)							
Exp-Authority	Public Information Officer/Manager		TBD	\$ (310,000)				\$ (10,000)			\$ (10,000)
Exp-Authority	Educational Materials (Brochures, Fact Sheets, Newspaper Ads)			\$ (105,000)				\$ (5,000)			\$ (5,000)
Exp-Authority	Display or Booth at ACWA Conferences (or equivalent)			\$ (10,000)					\$ (2,000)		\$ (2,000)
Exp-Authority	Governmental Affairs, Federal										
Exp-Authority	Governmental Affairs, State			\$ (120,000)							
Exp-Authority	Grant Management & Administration Services		TBD	\$ (171,000)							
Exp-Authority	Financial Services (Bond strategy)		TBD								
Exp-Authority	TBD		TBD								
<b>Exp-Authority</b>	<b>Water Total</b>			<b>\$ (5,724,125)</b>	<b>\$ -</b>	<b>\$ (13,515)</b>	<b>\$ (147,302)</b>	<b>\$ (373,215)</b>	<b>\$ (2,400)</b>	<b>\$ (72,400)</b>	<b>\$ (608,832)</b>
Exp-Water	General Manager, Services	80%	Watson	\$ (728,397)		\$ (12,075)	\$ (144,902)				\$ (156,978)
Exp-Water	General Manager, Expenses	80%	Watson	\$ (68,640)		\$ (1,440)	\$ (2,400)	\$ (2,400)	\$ (2,400)	\$ (2,400)	\$ (11,040)
Exp-Water	Administrative Support to GM	80%	TBD	\$ (84,000)							
Exp-Water	Project Scheduler & Controls Manager	80%	TBD	\$ (160,000)							
Exp-Water	Document Controls Manager	80%	TBD	\$ (87,000)							
Exp-Water	Insurance (Commercial & General L & Professional L)		TBD	\$ (15,000)							
Exp-Water	Financial Services (Bond strategy)		TBD								
Exp-Water	Bond Counsel		TBD								

Category	Description	Pct	Name	Phase 1 Total	2015 Sunk Cost	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015	Pct	Total 2015
Exp-Water	Feasibility Report TO #1 (Task 1, 2, 3)		AECOM	\$ (47,357)				\$ (47,357)				\$ (47,357)
Exp-Water	Feasibility Report, TO #2 (Task 4, 5 & 9)		AECOM	\$ (137,590)								\$ -
Exp-Water	Feasibility Report TO #3 (Task 6)		AECOM	\$ (378,651)								\$ -
Exp-Water	Feasibility Report TO #3 (Task 7)		AECOM	\$ (181,183)								\$ -
Exp-Water	Feasibility Report TO #3 (Task 8)		AECOM	\$ (310,950)								\$ -
Exp-Water	Feasibility Report, TO #4 (Task 10 & 11)		AECOM	\$ (47,853)								\$ -
Exp-Water	Grid Interconnection Studies		AECOM	\$ (35,000)								\$ -
Exp-Water	Feasibility Report, Owner's Contingency		SPA	\$ (109,123)								\$ -
Exp-Water	Env & Ops TO #1 (Task #1)		Ch2m	\$ (205,000)				\$ (205,000)				\$ (205,000)
Exp-Water	Env & Ops TO #1 (Task #2 & #4)		Ch2m	\$ (78,458)				\$ (78,458)				\$ (78,458)
Exp-Water	Env & Ops TO #1 (Task 5.1 & 6.1)		Ch2m	\$ (40,000)				\$ (40,000)				\$ (40,000)
Exp-Water	Env & Ops TO #2 (Task #7) 1st Draft		Ch2m	\$ (512,000)								\$ -
Exp-Water	Env & Ops TO #2 (Task #8)		Ch2m	\$ (162,000)								\$ -
Exp-Water	Env & Ops TO #3 (Task #9) 2nd Draft		Ch2m	\$ (100,000)								\$ -
Exp-Water	Env & Ops TO #3 (Task #10) Final Draft		Ch2m	\$ (49,456)								\$ -
Exp-Water	Env & Ops TO #3 (Task #11)		Ch2m	\$ (50,000)								\$ -
Exp-Water	Incorporate Grid Interconnection into EIR/S		Ch2m	\$ -								\$ -
Exp-Water	Env & Ops Owners Contingency		SPA	\$ (92,318)								\$ -
Exp-Water	CEQA Legal Counsel		TBD	\$ (275,000)					\$ (25,000)			\$ (25,000)
Exp-Water	NEPA Legal Counsel		TBD	\$ (175,000)					\$ (25,000)			\$ (25,000)
Exp-Water	Update Terrestrial & Plant Studies for BA		TBD	\$ (150,000)								\$ -
Exp-Water	Retain Former DWR PM for EIR/S (Retired Annuitant)		Bogener	\$ (81,000)								\$ -
Exp-Water	Update Aquatic Studies for BA		TBD	\$ (50,000)								\$ -
Exp-Water	Update Cultural Resource & Tribal Studies		TBD	\$ (20,000)								\$ -
Exp-Water	Assess GIS datasets for use in preparing draft EIR		TBD	\$ (60,000)								\$ -
Exp-Water	Update GIS for use in draft EIR/S		TBD	\$ (100,000)					\$ (20,000)			\$ (20,000)
Exp-Water	Develop Mitigation Plan & Locations for inclusion in EIR		TBD	\$ (30,000)								\$ -
Exp-Water	Administrative Record - Assessment		TBD	\$ (35,000)								\$ -
Exp-Water	Administrative Record Support/Compile		TBD	\$ (100,000)								\$ -
Exp-Water	Water Rights Legal Counsel		TBD	\$ (200,000)								\$ -
Exp-Water	Additional Consultants, Owner's Contingency		TBD	\$ (368,150)								\$ -
Exp-Water	Land & ROW (Temporary Access)		TBD	\$ (200,000)								\$ -
Exp-Water	Prepare Prop 1, Chapter 8 Solicitation		TBD	\$ (50,000)								\$ -
Exp-Water	Unforeseen Work		TBD	\$ (150,000)								\$ -
Exp-Water	TBD		TBD	\$ -								\$ -
Exp-Total	Power Total			\$ (186,500)	\$ -	\$ -	\$ -	\$ -	\$ (25,000)	\$ -		\$ (32,500)
Exp-Power	Understanding of Regulatory Changes		TBD	\$ (25,000)				\$ (25,000)				\$ (25,000)
Exp-Power	Market Research/Interest			\$ (30,000)								\$ -
Exp-Power	Estimate Potential			\$ (50,000)								\$ -
Exp-Power	Prepare Power Developer Solicitation			\$ (35,000)								\$ -
Exp-Power	File Permit Applications (FERC)			\$ (25,000)								\$ -

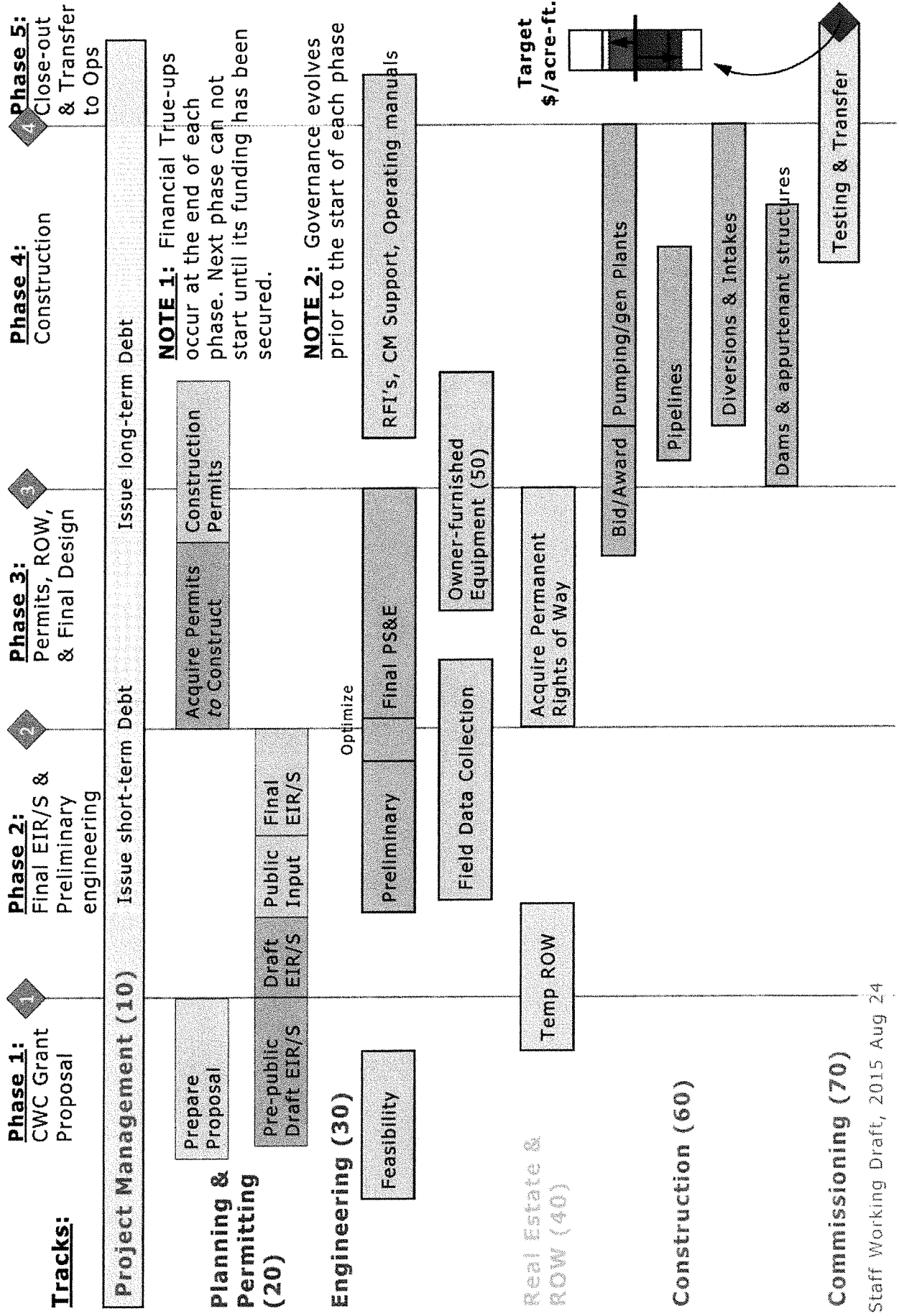
Category	Description	Pct	Name	Phase 1 Total	2015 Sunk Cost	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015	Pct Total 2015
Exp-Power	Feasibility Report, Owner's Contingency		SPA	\$ (21,500)							30% \$ (7,500)
Exp-Power	TBD			\$ -							\$ -
Exp-Total	Region Total			\$ (422,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exp-Region	Economic Benefits Study Part 1 (Sacramento Valle TBD			\$ (150,000)							\$ -
Exp-Region	Economic Benefits Study Part 2 (California) TBD			\$ (100,000)							\$ -
Exp-Region	Public Education of Benefits			\$ (50,000)							\$ -
Exp-Region	Public Input to Prioritize Recreation			\$ (50,000)							\$ -
Exp-Region	Feasibility Report, Owner's Contingency		SPA	\$ (72,500)							5% \$ -
Exp-Region	TBD			\$ -							\$ -
Exp-Region	TBD			\$ -							\$ -
Exp-Total	Operations Total			\$ (272,000)	\$ -	\$ -	\$ -	\$ (162,000)	\$ -	\$ -	\$ (162,000)
Exp-Operations	Feasibility Report, TO #2 (X % of Task 9)		AECOM	\$ -							\$ -
Exp-Operations	Env & Ops TO #1 (Task 3)		Ch2m	\$ (162,000)				\$ (162,000)			\$ (162,000)
Exp-Operations	Env & Ops TO #2 (Task 5.2 & 6.2)		Ch2m	\$ (110,000)							\$ -
Exp-Operations	Additional CALSIM Modeling (Chapter 6 Grant via DWR & SWR			\$ -							\$ -
Exp-Operations	Additional Groundwater Modeling (Chapter 10 Grant via DWR)			\$ -							\$ -
Exp-Operations	Additional CALSIM Modeling (\$ by USBR via cost-share)			\$ -							\$ -
Exp-Operations	Additional CALSIM Modeling (Work of \$ By DWR)			\$ -							\$ -
Exp-Operations	TBD			\$ -							\$ -
Exp-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exp-Other				\$ -							\$ -
Exp-Other				\$ -							\$ -
Exp-Other				\$ -							\$ -
Exp-Other				\$ -							\$ -
In Kind Services Total				\$ (90,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IKS-Total	Authority Total			\$ (90,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IKS-Authority	Administrative Support to Board (in-kind Services)		Colusa Co.	\$ (90,000)							\$ -
IKS-Authority	Monthly Manager's Meeting (in-Kind Svc)	20%	Members	\$ -							\$ -
IKS-Total	Authority Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IKS-Water	Monthly Manager's Meeting (in-Kind Svc)	80%	Members	\$ -							\$ -
IKS-Water				\$ -							\$ -
Revenue Total				\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397,000
Rev-Total	Authority Total			\$ 397,000	\$ 397,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397,000
Rev-Authority	Colusa County			\$ -							\$ -
Rev-Authority	Colusa County Water District			\$ 5,000	\$ 5,000						\$ 5,000
Rev-Authority	Glenn County			\$ 5,000	\$ 5,000						\$ 5,000
Rev-Authority	Glenn Colusa Irrigation District			\$ 100,000	\$ 100,000						\$ 100,000
Rev-Authority	Maxwell Irrigation District			\$ 17,000	\$ 17,000						\$ 17,000
Rev-Authority	Orland-Artois Water District			\$ 5,000	\$ 5,000						\$ 5,000
Rev-Authority	Proberta + 5 Water Districts			\$ 5,000	\$ 5,000						\$ 5,000
Rev-Authority	Reclamation District 108			\$ 250,000	\$ 250,000						\$ 250,000
Rev-Authority	Tehama Colusa Canal Authority			\$ -							\$ -
Rev-Authority	Westside Water District			\$ 5,000	\$ 5,000						\$ 5,000

Category	Description	Pct	Name	Phase 1 Total	2015 Sunk Cost	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015	Pct Total 2015
Rev-Authority	Yolo County Flood Control & Water Conservation District			\$ 5,000	\$ 5,000						\$ 5,000
Rev-Authority	Additional Agencies			\$ -	\$ -						\$ -
Rev-Total	Water Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Water	Colusa County Water District			\$ -							\$ -
Rev-Water	Glenn Colusa Irrigation District			\$ -							\$ -
Rev-Water	Maxwell Irrigation District			\$ -							\$ -
Rev-Water	Orland-Artois Water District			\$ -							\$ -
Rev-Water	Proberta + 5 Water Districts			\$ -							\$ -
Rev-Water	Reclamation District 108			\$ -							\$ -
Rev-Water	Westside Water District			\$ -							\$ -
Rev-Water	Additional Agencies			\$ -							\$ -
Rev-Water	Additional Agencies			\$ -							\$ -
Rev-Water	Additional Agencies			\$ -							\$ -
Rev-Total	Power Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Power	Colusa County			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Power	Glenn Colusa Irrigation District			\$ -							\$ -
Rev-Power	Reclamation District 108			\$ -							\$ -
Rev-Power	Tehama Colusa Canal Authority			\$ -							\$ -
Rev-Power	Department of Water Resources			\$ -							\$ -
Rev-Power	United States Bureau of Reclamation			\$ -							\$ -
Rev-Power	Power Developer A			\$ -							\$ -
Rev-Power	Power Developer B			\$ -							\$ -
Rev-Total	Region Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Region	Colusa County			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Region	Glenn County			\$ -							\$ -
Rev-Region	Glenn Colusa Irrigation District			\$ -							\$ -
Rev-Region	Reclamation District 108			\$ -							\$ -
Rev-Region	Yolo County Flood Control & Water Conservation District			\$ -							\$ -
Rev-Region	Additional Agencies			\$ -							\$ -
Rev-Total	Operations Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Operations	Department of Water Resources			\$ -							\$ -
Rev-Operations	Glenn Colusa Irrigation District			\$ -							\$ -
Rev-Operations	Maxwell Irrigation District			\$ -							\$ -
Rev-Operations	Tehama Colusa Canal Authority			\$ -							\$ -
Rev-Operations	United States Bureau of Reclamation			\$ -							\$ -
Rev-Operations	Additional Agencies			\$ -							\$ -
Rev-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev-Other	TBD			\$ -							\$ -
Rev-Other	TBD			\$ -							\$ -
Rev-Other	TBD			\$ -							\$ -

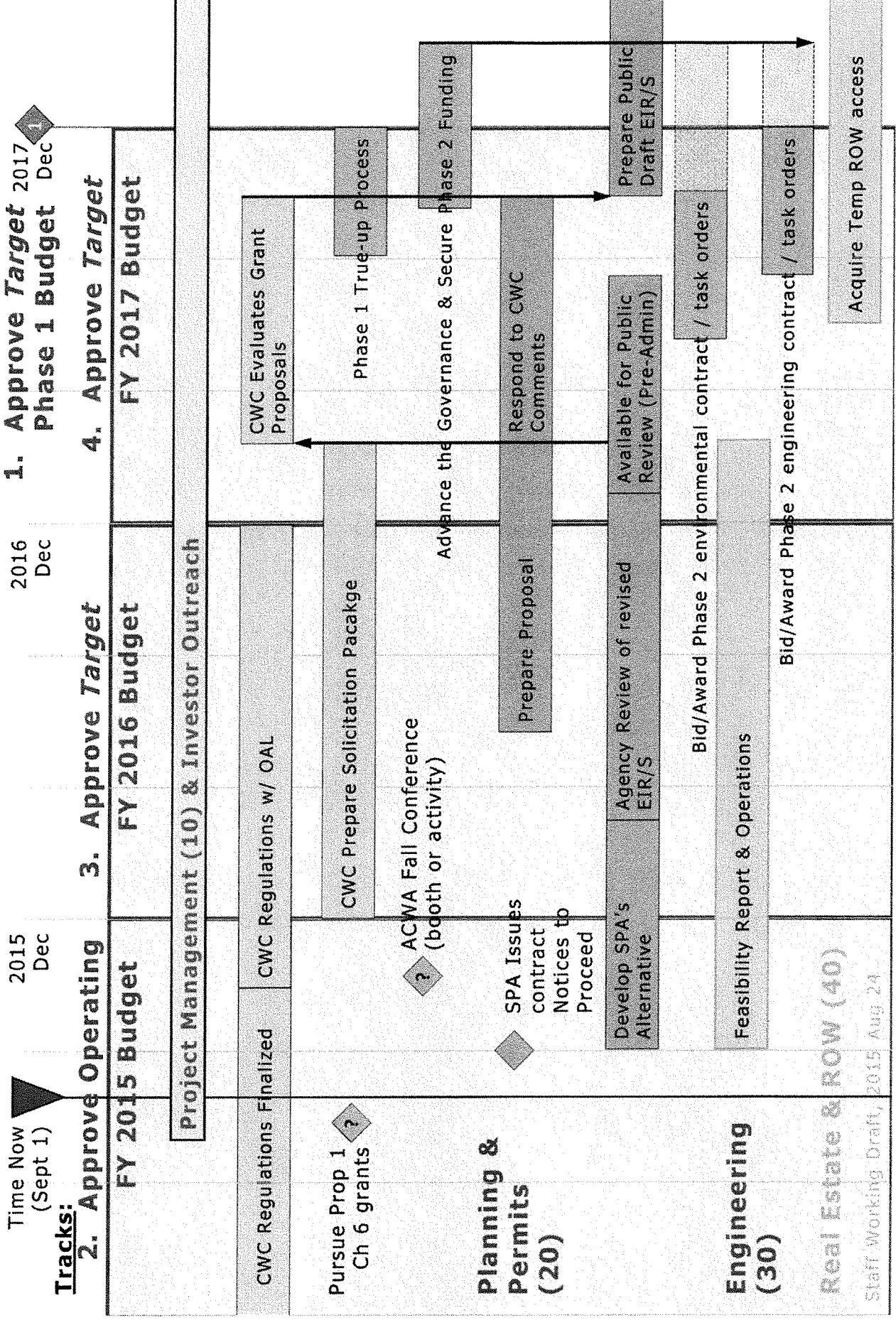
# Proposed Sequencing of Board Actions



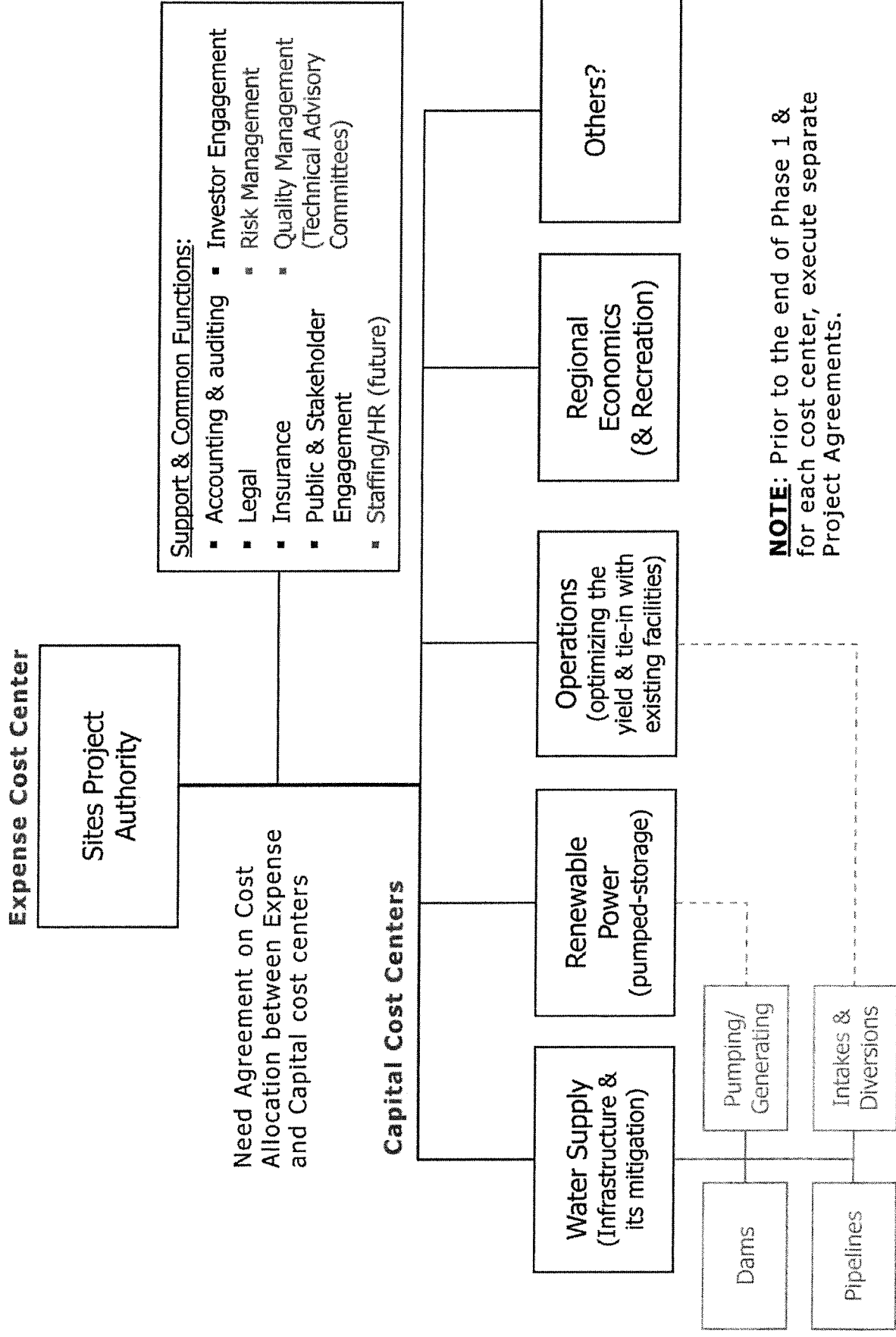
# Proposed Cost Management by Phases



# Proposed Cost Management – Phase 1 (What happens Oct 1)



# Proposed Cost Management Structure



**NOTE:** Prior to the end of Phase 1 & for each cost center, execute separate Project Agreements.

### **Proposed ground rules for cost management – Conceptual**

Purpose: Implementation of the phase 1 work plan requires agreement on a set of ground rules - based on best management practices - that each of the participating member agencies agree to abide by for the implementation of the Sites Reservoir Project. It is anticipated that these ground rules will evolve and will need to be re-affirmed prior to starting any subsequent phase of work.

Comment 1: This document contains a number of working assumptions that are intended to initiate discussion by the board to then establish policies that will apply to this organization.

Comment 2: The final set of ground rules should be memorialized either as part of the bylaws contemplated in the Sites Project Authority Agreement or as a separate document. It should apply to both voting and non-voting member agencies who provide either cash equivalent or in-kind services.

#### Foundational (not a complete or comprehensive list):

- Each cost center (aka Project Agreement) shall maintain, at all times, a positive cash flow. Unless amended by a majority of member agencies providing financial contributions to a cost center, the positive cash flow will be established based on when approval to commit costs to a specific set of tasks or activities has occurred and *not* when costs are incurred (i.e. when a consultant task order is approved and not when invoices for the work are received).
- The process that was described at the August 24 special board meeting, as amended by Board's concurrence, shall be used as the basis for managing the work, commitment of funds, & determining the obligation of each participating member agency.
- The commitment to fund the day-to-day management and administration of the Sites Project Authority takes precedence over any of the subordinate cost centers. Failure to fully fund the expense cost center used to fund the Sites Project Authority can result in work stoppages at the subordinate capital cost center.

In addition:

- a. A "dispute-resolution" process is needed to address issues arising at the interface between the Sites Project Authority and subordinate cost centers.
- b. Need to address issues associated with a member agency being in a minority voting position that resulted in majority agreement to increase the commitment of funds or authorizes work the minority position

opposed (see comment 3 which proposes defining material changes as a to partially address this item). At a minimum, an entity in the minority position should be allowed to withdraw from either the capital cost center and/or the Sites Project Authority (i.e. expense cost center).

Comment 1: The Sites Project Authority provides overarching policy, direction and sets strategy for the overall implementation of the Sites Reservoir Project. The intent of this bullet item is to ensure that if the Sites Project Authority is underfunded, work planned to be performed under any individual capital cost center can be stopped until full-funding of the Authority has occurred.

Comment 2: It is envisioned that not all of the member agencies (or entities) providing financial contributions (or in kind services) to a specific capital cost center(s) would become voting members of the Sites Project Authority (e.g. a non-Sacramento valley water agency, a renewable power developer).

Comment 3: The interface between decision-making at the capital cost center level and at the Sites Project Authority needs to be defined. A concept based on 'material change' should be considered. The thresholds for a material change can be qualified or quantified (e.g. change in project cost, change in phase level budget target or operating budget at the cost center level, change in EIR/S or critical permits needed to start construction of ground-disturbing activities, land acquisition). These threshold (a) should consider when more than a simple-majority vote is needed and (b) will need to be re-set at the start of each phase of work (e.g. a \$1 M material change in phase 1 is unlikely to produce an equivalent material change during construction).

Question 1: Should a change in dam type occurring at the water supply cost center level be over-turned by the Sites Project Authority?

Question 2: Should land acquisition for the reservoir work also require Sites Project Authority approval, concurrence or is no action required?

Question 3: Should Sites Project Authority's acceptance of permit conditions affecting reservoir construction occur without approval, concurrence of the member agencies participating in the water cost center?

Question 4: Should a capital cost center not be fully funded, which will create an adverse effect on at least one related cost center (e.g. operations cost center is linked to water supply cost center), should the member agencies that are in one capital cost center and not the other be required to join (or contribute funds) to the other 'linked' cost center?

- A Member agency cannot 'sell' all or a fraction of their position in the cost center to anyone who is not already a voting member of the Sites Project Authority, unless approved by both the Sites Project Authority and the cost center's participating agencies.

Comment 1: This should be expanded to also address 'backstopping'. The positive of allowing it to occur is it improves the member agency's commitment, but (a) if left unchecked could allow backstopping by a for profit entity that could

compromise our ability to obtain Chapter 8 grant funds and (b) creates a disincentive for additional water agencies to participate as an early investor (i.e. they can elect to use water transfers as the mechanism to obtain water in lieu of investing now).

Comment #2: For at least Phase 1, the amount of water a participating agency is currently committing to 'take' in exchange for a financial contribution should not include transfer water. This should be revisited after we have achieved the 75% Chapter 8 participation threshold & to improve the confidence in the 100% participation threshold.

Comment #3: Prior to financing for construction, the allocation of water from the new reservoir needs to define any limitations related to 'ownership' of capacity vs. annual water supply and the ability to internally trade fractions to other member agencies with the understanding that end of year reservoir carryover will vary each year and will impose limitations on how much water a member agency can carry over without creating an adverse impact to other member agencies and to the ability to deliver the contracted for 'public benefits water'.

Comment #4: During project operations (which it is assumed that a new operating entity will have been established to replace the Sites Project Authority), 'backstopping' a fraction of a member agency's water via the transfer market should be encouraged, but a hierarchy should be established that the existing group of participating agencies have first right to negotiate for transfer water before 'going out on the open market'.

In addition, adjustment in a member agency's level of participation (either + or -), ideally should only occur prior to the start of subsequent phase (i.e. discrete windows). However, at least for phase 1, the annual budget approval process allows a member agency to withdraw should their board elect to not fund their pro-rata share.

Comment 1: Should the concept of a member agency being 'all in' or out be modified to allow 'reduced' levels of participation?

Comment 2: Should a member agency whose board elects to not fully fund their pro-rata share be allowed to participate but at a 'lower' level (e.g. reduced or no voting privileges)?

- New members shall be given the same rights & privileges as existing members in terms of how their share & contribution of funds will be managed.

Comment: The interest-earned model to incentivize early investment, should apply so that a member joining later in time either has some type of initial 'buy in' that equates to the value earned by the prior funding entities or includes this as a premium added onto the amount they contribute using say a \$/acre-ft. allocation method.

- As conceptually outlined in the proposed letter agreement, a remedy for late and non-payment needs to be established.

Comment: This should include setting a clear threshold in terms of both a dollar amount (e.g. as percent of total) and duration before becoming delinquent.

Question: Due to the priority to meet the positive cash flow requirement, should a late payment that results in a work stoppage, delay, or an inefficient work around subject that member agency to a penalty equal to the impact caused by their late payment? Such a scenario should be included in the "dispute-resolution" process.

- A dispute resolution process needs to be defined between member agency and both the Sites Project Authority and the members participating in each capital cost center. The Agreement currently addresses withdrawal or termination of a meeting with no process defined to resolve grievances.

Comment: The use of a member agency's powers relative to the rest of the member agencies should be clarified. Specifically, are the participating agencies limited to the powers vested in all agencies or allowed to use 'expanded' powers vested in at least one agency (i.e. counties, water districts, and irrigation districts were authorized under different statutes)?

- Accounting for non-cash contributions (e.g. in-kind services) needs to be defined in terms of allocating cost to the other participating agencies. The working assumption is that in-kind services that are approved in advance by the Sites Project Authority (and at the capital cost center level by the participating member agencies) is treated as revenue that reduces the cash equivalent commitment of that agency.
- While a member agency can, at any time, elect to withdraw their participation and funding from a capital cost center, yet want to remain a participant in the Sites Project Authority (i.e. expense cost center), should their role in the Sites project Authority be allowed to remain 'as is' or revised?
- While a member agency can, at any time, elect to withdraw their participation and funding from a capital cost center, they are still obligated for the funding commitment equal to their pro-rata share of cost as defined by the approved annual budget

Example: A member agency having agreed to commit funds equal to their 10% share of a \$1,000,000 approved operating budget who elects to withdraw after 6 months, is still obligated to pay their \$100,000 commitment and are not required to commit funds for work planned in any subsequent year's budget.

## Sites Project Authority's Letterhead

To: \_\_\_\_\_

Date: \_\_\_\_\_

RE: Sites Reservoir Project Phase 1 Funding Commitment

Dear \_\_\_\_\_,

On Sept 21, the Sites Project Authority (Authority) Board voted to approve the Phase 1 budget target, budget targets for fiscal years 2016 & 2017, and approve the fiscal year 2015 operating budget. The Authority also authorized entering into funding agreements with each of the participating member agencies and specifically the (insert agency's name). This agreement is included as Attachment B to this letter.

When executed, this agreement limits your financial liability to the pro-rata dollar amount of each cost center your agency has elected to participate in (refer to Attachment A to this letter), which is tied to the Authority's approval of the annual operating budget. Your agency is not making any commitment to the target budget amounts, which are provided as informational regarding the potential funding needs to complete this phase 1. The dollar amounts are defined in Schedules A through D, which are an integral part of the funding agreement (Attachment A).

It is anticipated that as this project advances through phase 1, as the scopes of work and estimates of cost evolve, the attached funding agreement may need to be amended to reflect revised funding commitments and the timing of those commitments. Such amendments are intended to occur commensurate with the Authority's approval of an operating budget for the upcoming fiscal year, unless unforeseen conditions arise to warrant an interim amendment.

Regards,

Leigh McDaniel  
Chairman, Sites Project Authority

Cc: Sites Project Authority Treasurer

Attachments:

- A Agency Participation in Sites Reservoir Project
- B Draft Funding Agreement
- C Schedules A through D to the Funding Agreement

Attachment A: (insert agency's name), as a member of the Authority, has elected to participate in the Sites Reservoir Project Phase 1 cost centers:

- ☒ Management and Administration of the Sites Project Authority, an expense cost center.

☐ Cash Equivalent      Refer to Schedule B

☐ In-kind Services: \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

- ☐ Water Infrastructure & Supply, a capital cost center.

☐ Cash Equivalent      Refer to Schedule B

☐ In-kind Services:      (Specify along with estimated cash value) \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

- ☐ Operations, a capital cost center.

☐ Cash Equivalent      Refer to Schedule C

☐ In-kind Services:      (Specify along with estimated cash value) \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

- ☐ Regional Benefits/economics, a capital cost center.

☐ Cash Equivalent      Refer to Schedule E

☐ In-kind Services:      (Specify along with estimated cash value) \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

- ☐ Renewable Power, a capital cost center.

☐ Cash Equivalent      Refer to Schedule D

☐ In-kind Services:      (Specify along with estimated cash value) \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

Signature Block  
Sites Project Authority Board Chair

Signature Block  
Member Agency's Board Chair

**Attachment B: Draft Funding Agreement between Sites Project Authority & (insert agency's name).**

**Part 1:** Memorandum, which is provided as informational and will not be a part of the final funding agreement document.

JOHN SULLIVAN KENNY  
KELLY J. SNOWDEN\*  
JONZ NORINE  
LINDA R. SCHAAP  
ROB J. TAYLOR

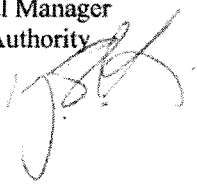
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www.lawksn.com

REDDING LANDIN  
2701 PARK MARINA DRIV  
REDDING, CA 9600  
530-225-899  
FAX 530-225-894

\*Member - American Board  
Of Trial Advocates

MEMORANDUM

TO: Jim Watson, General Manager  
Sites Joint Powers Authority

FROM: John S. Kenny 

DATE: September 3, 2015

RE: Financial Commitment

You have asked for a draft agreement by which the Member Agencies will make a financial commitment to the JPA so that projected activities can be undertaken. Enclosed is a draft.

This should get the discussions started, but I believe a great deal of discussion needs to be had before a conclusion can be reached. Of particular concern, is what the funding members receive for their contributions. The draft agreement addresses this issue but not comprehensively. Jeff Sutton advises that at the recent manager's meeting discussion was given with respect to cost centers and differing potential benefits to be received by Member Agencies. Some agencies are looking for water, others have different potential benefits. If benefits are to be allocated in proportion to contributions, it would appear that contributions could be made to different cost centers resulting in different benefits.

The draft is presented as a conversation starter. Similar issues were addressed when the Board discussed project agreements. At that time various "investor" agencies were reluctant to contribute funds until they had representation on the Board. As a result, no consensus was reached. There is still room for plenty of conversation before a decision is reached.

JSK:jll/8002  
Enclosure(s)  
4828-1649-3096, v. 1

**Part 2: Draft** funding agreement, issued for discussion at the Sept 9 board meeting.

## AGREEMENT REGARDING FINANCIAL COMMITMENT

This Agreement is entered into between \_\_\_\_\_, a Member Agency of Site Joint Powers Authority, ("Member Agency") and the Sites Joint Powers Authority ("JPA").

### RECITALS

1. The JPA Board of Directors has projected a sequence of projects to be undertaken to proceed with the planning process and to render the JPA eligible for grant funding.
2. The JPA Board of Directors has also identified financial requirements necessary to fund the activities to be undertaken. A proposed formula has been proposed which identifies potential benefits to be received by the Member Agencies if the Sites Project is successful.
3. To fund the JPA's immediate financial needs for proposed activities, each Member Agency is requested to make a financial commitment based upon that Agency's projected benefits to be received if such project is successful. The proposed contribution from each Member Agency is shown on Schedule "A" attached.

### AGREEMENT

1. The \_\_\_\_\_ ("Member Agency") agrees to contribute \$ \_\_\_\_\_ to be applied to the JPA's immediate financial needs.
2. The \_\_\_\_\_ understands that this commitment is a firm commitment and that the JPA will rely on this commitment to enter into contracts and conduct other activities to advance the project.
3. The funds will be forwarded to the JPA on \_\_\_\_\_ or on a schedule as shown on Schedule "B" attached.
4. The funds shall be used for general JPA activities unless specified on Schedule "C" attached. If the funds are advanced for a specific project, the JPA will provide an accounting demonstrating the funds were expended for the specific purpose. Excess funds, if any, not used by the JPA for the specific purpose will be returned to the contributing member.
5. The Member Agencies of the JPA and the JPA agree that the contributions made to the JPA by Member Agencies will be considered in determining the benefits received by the contributing members. The goal is to ensure that contributing member receive benefits in proportion to their contributions.
6. The JPA will maintain contribution accounts crediting each contributing member for contributions made. The credits in those accounts will be used to determine priority in distributing benefits. The credits may not be assigned, pledged or encumbered without consent of the JPA.

Attachment C: Schedules A through D to the Funding Agreement

***NOTE:** Only one schedule is provided as an illustration. It is intended that the other schedules would utilize the same format.*

Schedule B: Water Infrastructure & Supply, a capital cost center.1. Method of Allocating Cost to (insert agency's name):

- ☐ Number of participating members: \_\_\_\_ (alternative method)
- ☒ Estimate of the annualized Acre-ft. of water: 10,000. Acre-ft.  
 Total commitment by all participating members 130,200 Acre-ft.  
(insert agency's name) pro-rata cost share: 7.7% percent of total

## 2. Governance (the following is only applicable to this cost center):

Decisions are based on majority vote of the participating member agencies in accordance with the executed Project Agreement

NOTE: Since capital cost centers are subordinate to the expense cost center (i.e. day to day management and administration of the Sites Project Authority), it is advised that there be some decision-making linkage (or conditions) be developed to address unexpected or material changes (e.g. removal of pumped storage or a power generation component from the proposed project, which materially affects the EIR/S and Feasibility Report should require approvals from both the capital cost center as well as the expense cost center.

Intentionally left blank

3. Funding Schedule: *(Illustrative)*

Dates (illustrative)	Estimated Amount Due by Cost Center				Condition
	Sites	Project	Cost Center	"X"	
	Authority				
Oct 1, 2015	\$	TBD	\$	TBD	
March 1, 2016	\$	TBD	\$	TBD	Commensurate with SPA board approval of the FY 2016 operating budget
Sept 1, 2016	\$	TBD	\$	TBD	
Jan 1, 2017	\$	TBD	\$	TBD	Commensurate with SPA board approval of the FY 2017 operating budget
July 1, 2017	\$	TBD	\$	TBD	
Total Potential Commitment:	\$	TBD	\$	TBD	Not to exceed w/o amendment

## 4. Specific terms and conditions that are in addition to the Funding Agreement:

- a. Should member agency elect to withdraw from the project, they (1) are not entitled to any refund of sunk costs occurring within 30 days of written notice to withdraw and (2) are still obligated to fully fund the commitment, (1) which is limited to the pro-rata amount based on the approved annual operating budget and (2) unless modified or waived by a super-majority vote of the delegates representing all of the member agencies.
- b. Should Authority approval of budgets result in changes to the estimated amount due, this letter agreement will be amended.
- c. Payment is late if received more than 30 calendar days from the date listed below. The portion of what is due that is not paid after 30 calendar days will be assessed an additional interest rate charge of \_\_\_% APR.  
Failure to pay in full within 4 months can result in expulsion from participation in the cost center(s).

Signature Block  
Sites Project Authority Board Chair

Signature Block  
Member Agency's Board Chair

Attachment E: Review of Consultant Standard Form Contract, Commercial Terms and Conditions

Part 1: Legal Counsel Review

JOHN SULLIVAN KENNY  
KELLY J. SNOWDEN\*  
JONZ NORINE  
LINDA R. SCHAAP  
ROB J. TAYLOR

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FAX 530-225-8944

\*Member - American Board  
Of Trial Advocates

September 3, 2015

Jim Watson, General Manager  
SITES PROJECT AUTHORITY  
[jwatson@sitesjpa.net](mailto:jwatson@sitesjpa.net)

Re: Professional Services Agreement (CH2M Hill and AECOM)

Dear Mr. Watson:

The standard form CH2M Hill Professional Services Agreement ("Agreement") you have forward has been reviewed. The Agreement is generally acceptable, but some adjustments could be made:

1. The Agreement should ensure that the contract amount is a "not to exceed" amount. This could be done by a notation on Exhibit "C." The contract amount could not be exceeded without a written change order by the JPA.
2. The contract sets forth deliverables, but there is no time for when these would be delivered. If the task is to be initiated by a work order or some direction from you, that direction could include a schedule for deliverables.
3. The contract does not require that the consultant have insurance. Obviously, CH2M Hill carries workers' compensation insurance and other employee liability insurance and commercial liability insurance. Perhaps you can get from the consultant the insurance that they presently carry. If that is sufficient that can be included in the contract.
4. The contract should include a provision that the consultant is an independent contractor.
5. There is a question of limitation of liability that appears in both the CH2M Hill and AECOM contracts which will be discussed below.
6. The 30-day notice of termination may be too long.

The AECOM contract is acceptable, but:

1. It also has a 30-day termination clause.
2. There is a limitation of liability provision discussed below.

Jim Watson  
September 3, 2015  
Page 2

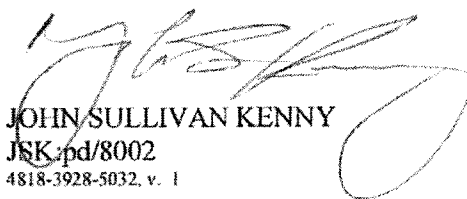
Limitation of Liability

Both professional services agreements contain clauses for limitation of liability. This may be a concern for some member agencies. Many agencies have standard professional services contracts with standard insurance provisions. Typically these will include a hold harmless and indemnity provision and substantial insurance requirements. Many agencies employ these provisions without considering whether they are appropriate to a particular agreement. This can result in additional costs to the agency to cover the consultant's insurance costs or exclusion from work for consultants who do not carry the required insurance or cannot to afford to indemnify the public agency. It is not uncommon for consultants to request a limitation of liability in view of the fact that potential exposure for the consultant can be enormous, especially when viewed in the context of the returns to be made on the contract. Limitation of liability is suggested in a number of ways. Some consultants limit the liability to the amount of their contract. Some limit the liability to the amount of their insurance. Some limit the liability to a specific amount. Most exclude from liability any consequential damages (such as lost profits, loss of revenue, loss of use or disruption of business, to name a few).

The amount of insurance required and allocation of risk is a business decision that can depend on the particular contract. It could be a bad business decision to simply impose standard insurance and risk allocation provisions without any thought given to the circumstances of the contract. I believe it is wise for an agency to be open to consideration of limitation of liability and risk allocation.

Very truly yours,

KENNY, SNOWDEN & NORINE

  
JOHN SULLIVAN KENNY  
JSK:pd/8002  
4818-3928-5032, v. 1

Part 2: AECOM Standard Form Contract

(separate document)

Part 3: Ch2m Standard Form Contract

(separate document)

Attachment E: Review of Consultant Standard Form Contract, Commercial Terms and Conditions

Part 1: Legal Counsel Review

JOHN SULLIVAN KENNY  
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September 3, 2015

Jim Watson, General Manager  
SITES PROJECT AUTHORITY  
[jwatson@sitesjpa.net](mailto:jwatson@sitesjpa.net)

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Jim Watson  
September 3, 2015  
Page 2

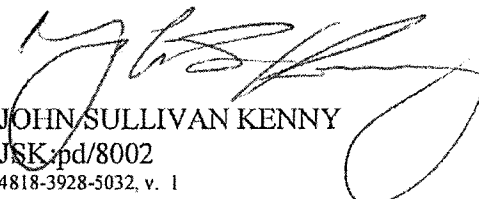
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Very truly yours,

KENNY, SNOWDEN & NORINE

  
JOHN SULLIVAN KENNY  
JSK:pd/8002  
4818-3928-5032, v. 1

Part 2: AECOM Standard Form Contract

(separate document)

Part 3: Ch2m Standard Form Contract

(separate document)

AECOM Project Number \_\_\_\_\_  
AECOM Project Name Sites Reservoir

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this \_\_\_\_\_, 20\_\_\_\_\_, is by and between Sites Project Joint Powers Authority ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until March 31, 2018, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference. Total compensation under this Agreement shall not exceed \$1,500,000.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

#### TO CLIENT:

\_\_\_\_\_  
\_\_\_\_\_

Attn: Jim Watson, General Manager

#### TO AECOM:

2870 Gateway Oaks Drive, Suite 150

Sacramento, CA 95833

Attn: Jeff Herrin (Project Manager)

Claims-related notices shall be copied to:

Chief Counsel, Americas Design and Consulting Services

515 South Flower Street, Suite 1050

Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## 8. **CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## 9. **DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

**12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

**13. INDEMNITY**

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

**14. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE

CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

**17. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

## **18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13

(Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**25. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 26
<b>Consulting Services Agreement</b>	Articles 1 through 25 and 27
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**26. SPECIAL TERMS AND CONDITIONS**

**26.1 All Deliverables and portions thereof shall be subject to the following General Limiting Conditions:**

26.1.1 AECOM devoted the level of effort consistent with (i) the level of diligence ordinarily exercised by competent professionals practicing in the area under the same or similar circumstances, and (ii) consistent with the time and budget available for the Services to develop the Deliverables which include economic analysis. These Deliverables are based on estimates, assumptions, information developed by AECOM from its independent research effort, general knowledge of the industry, and information provided by and consultations with Client and Client's representatives. No responsibility is assumed for inaccuracies in data provided by the Client, the Client's representatives, or any third-party data source used in preparing or presenting the Deliverables. AECOM assumes no duty to update the information contained in the Deliverables unless such additional services are separately retained pursuant to a written agreement signed by AECOM and Client.

26.1.2 AECOM's findings represent its professional judgment. Neither AECOM nor its parent corporations make any warranty or guarantee, expressed or implied, with respect to any information or economic estimation methods contained in or used to produce the Deliverables.

26.1.3 The economic analysis shall not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the Client.

26.1.4 The characterization of economic benefits may include "forward-looking statements". These statements relate to AECOM's expectations, beliefs, intentions or strategies regarding the future. These statements may be identified by the use of words like "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "project," "will," "should," "seek," and similar expressions. The forward-looking statements reflect AECOM's views and assumptions with respect to future events as of the date of the Deliverables and are subject to future economic conditions, and other risks and uncertainties. Actual and future economic benefits could differ materially from those set forth in such statements due to various factors, including, without limitation, those discussed in the Deliverables. These factors are beyond AECOM's ability to control or predict. Accordingly, AECOM makes no warranty or representation that any of the projected values or results contained in the Deliverables will actually occur or be achieved. The Deliverables are qualified in their entirety by, and should be considered in light of, these limitations, conditions and considerations.

**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.****CLIENT:** \_\_\_\_\_\_\_\_\_\_  
Signature\_\_\_\_\_  
Sujaan Punyamurthula\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Vice President\_\_\_\_\_  
Printed Title\_\_\_\_\_  
Address  
2870 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Title\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A**  
**SERVICES**

Services: See attached Scope of Work

Period of Performance: October 1, 2015 through March 31, 2018

Not to Exceed Amount: \$1,500,000

Base Contract Amount: \$35,582 (see Tasks 1, 2, and 3 in attached Scope of Work)

Optional Tasks (Each individual task requires authorization from the Client to proceed)

Option - Task 4 Mitigation Estimate	\$78,993
Option - Task 5 Initial Benefit Cost Evaluation	\$13,810
Option - Task 6 Engineering and Cost Estimate Update	\$378,651
Option - Task 7 Road/Pipeline/TRR Realignment	\$192,958
Option - Task 8 Feasibility Report	\$310,950
Option - Task 9 Landowner and Agency Meetings	\$44,787
Option - Task 10 Financial Plan Support	\$29,283
Option - Task 11 Dam Selection	\$301,058

Deliverables: See attached Scope of Work

AECOM Project Manager

Name	Jeff Herrin
Title	Project Manager
Address	2870 Gateway Oaks Drive, Sacramento, CA 95833
Phone Number	(916)679-2084
Email Address	Jeff.Herrin@aecom.com

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## EXHIBIT B

## COMPENSATION AND PAYMENT

1 **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

☐ Time & Material - See attached Hourly Labor Rates

☒ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$20,583). The Hourly Labor Rates are provided in the attached rate sheet. Reimbursable expenses are included in the overall NTE cap. A schedule of OPTIONAL tasks is also provided. These tasks will be executed only when authorized by the JPA.

☐ Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$ Numerical Amount

☐ Cost Plus Fixed Fee: [Cost \$ Numerical Amount and Fee \$ Numerical Amount]

☐ Other:

--

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule: See attached rate schedule.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## 6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and

AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

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**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

CH2M HILL'S OFFICE ADDRESS: 2485 Natomas Park Drive, Suite 600, Sacramento, CA 95833

CH2M HILL'S PROJECT NO.: \_\_\_\_\_

PROJECT NAME: NODOS JPA/Sites Pre-Public EIR/EIS and Feas Study Support

CLIENT: Sites Project Joint Powers Authority (JPA)

CLIENT'S ADDRESS: PO Box 1266, Willows CA 95988

CLIENT requests and authorizes CH2M HILL Engineers, Inc. (hereinafter "CH2M HILL") to perform the following Services:

**Scope of Services**

Shown in Attachment A -- TASK ORDER #1 - North-of-the-Delta Off-stream Storage (NODOS) Investigation Public Draft EIR/EIS and Feasibility Study Assistance to Support Sites JPA Application to California Water Commission Scope of Work

**Compensation**

Compensation by CLIENT to CH2M HILL will be on a time and materials basis using the labor rate schedule shown in Attachment B. All work will be authorized on a task and subsequent task order basis. Price estimates for all tasks are shown in Attachment C.

**Schedule**

Schedule will be developed for each specific task and subsequent task order as assigned. Term of contract will extend through March 2018.

**Other Terms**

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**CLIENT:**

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CH2M HILL Engineers, Inc.:**

Signature \_\_\_\_\_

Name (printed) Allan Highstreet

Title Vice President

Date \_\_\_\_\_

## PROVISIONS

### 1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

### 2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

### 3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

### 4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 7 percent will be applied to all Subcontracts, Outside Services, and Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

### 5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

### 6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

### 7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### 8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

### 9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

### 10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

### 11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

### 12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

### 13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

### 14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

### 15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

### 16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

### 17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

# Attachment A

## TASK ORDER #1

### North-of-the-Delta Off-stream Storage (NODOS) Investigation Public Draft EIR/EIS and Feasibility Study Assistance to Support Sites JPA Application to California Water Commission Scope of Work

The following tasks have been identified in coordination with the Sites JPA. It is anticipated that additional tasks may be identified which will be defined (as well as associated level of effort) in subsequent task orders under the contract \_\_\_\_\_.

#### Project Overview

The Scope of Work and the attached cost proposal cover completion of a pre-public draft Environmental Impact Report/Statement (EIR/EIS) and Feasibility Study support suitable for submission to the California Water Commission as part of an application package for Water Bond funding. The EIS/EIR will include a new JPA modified alternative for Sites Reservoir. Significant changes to the alternative during the course of the work will result in changes to the project approach or cost.

The JPA modified alternative is anticipated to include the following elements:

- 1.8 Million Acre-Feet (MAF) Sites Reservoir formed by two main dams and nine saddle dams;
- The removal of sediment from Funks Reservoir and minimal expansion of the reservoir to the northwest. It is assumed that the existing Funks Dam and Reservoir will be utilized in the JPA modified alternative to help regulate flows into and out of Sites Reservoir. Hydropower will be generated at the Sites pumping-generating plant and at the terminal regulating reservoir (TRR) pumping-generating plant using scheduled summer and fall releases to the canals and Sacramento River. There is no opportunity for pumped storage operations in this proposed alternative unless there is a significant further expansion of Funks Reservoir.
- Stone Corral Recreation Area will be included in the alternative. A second recreational area, Peninsula Hills, could be added in the future; however, this location will not be developed or included in the cost for the alternative at this time.
- The alternative will include a new bridge across Sites Reservoir connecting Maxwell Road to Sites Lodaga Road. Service roads (including a connector road on the east side to the north end of the reservoir) will provide access for operators to reservoir facilities. A private road will be provided from Leesville Road to a landowner on the south end of the reservoir.
- A new terminal regulating reservoir (TRR) and pipelines will be provided for connection to the Glenn Colusa Canal.
- The Delevan Pipeline from Funks Reservoir to the Sacramento River. This pipeline will be generally routed to follow the alignment of Delevan Road and other roads along the route. It will terminate at a release structure to the Sacramento River to be located just to the south of the existing Maxwell Irrigation District pumping plant. The JPA modified alternative will not include a new pumping plant on the river, or the associated high voltage transmission lines crossing the valley.
- Other support facilities, including an administrative and O&M building complex.

It is assumed that the preparation of a feasibility study will occur concurrently with the development of the EIS/EIR and associated efforts in the development of the feasibility study will be addressed under the direction of

others under a separate contract. Support from the feasibility study consultant that is needed as a prerequisite to complete the public draft EIR/EIS includes the following:

- ✓ Development and confirmation of management measures and metrics (this will be performed independently by both the Feasibility Report and the EIR/EIS team)
- ✓ Assistance in the development of a preliminary operations concept with Sacramento Valley water supply
- ✓ Review of operations modeling of the JPA modified alternative
- ✓ Completion of environmental/cultural resources mitigation workshop to support the JPA modified alternative project description
- ✓ Agricultural and urban water supply, fisheries, water quality and hydropower economics modeling for the JPA modified alternative.
- ✓ Finalization of a JPA modified alternative project description to support EIR/EIS impact analysis
- ✓ Public meeting support from the feasibility study team
- ✓ Regulatory/coordinating agencies meeting support from the feasibility study team

## Assumptions

The following are key assumptions included as part of this task order:

- Impact analysis will be based on and will not be initiated until a final JPA alternative is developed as part of Task 2.
- Modeling will be limited to those models identified under Task 3.2.
- The Bureau of Reclamation (Reclamation) will be the lead under the National Environmental Policy Act and will work with the JPA and the consultant team to support the successful and timely completion of the pre-public draft EIR/EIS. It is assumed that DWR will be a responsible agency under CEQA and provide input as well as assistance to support the successful and timely completion of the pre-public draft EIR/EIS.
- All necessary coordination with Reclamation and DWR will occur commensurate with the level of effort identified in Tasks 9 and 10, respectively.
- Revisions to the Revised Administrative Draft EIS/EIS will be based on one set of conformed redline/strikeout revision comments received from the JPA (including DWR comments and comments received from other responsible agencies) and one set of conformed redline/strikeout revision comments received from Reclamation (it is assumed Reclamation will ensure consistency among their comments and clarification to allow for relative ease of inclusion including comments from cooperating agencies).
- No new appendices will be developed. No reformatting or revisions of the existing appendices will be conducted or necessary in addition to inclusion of the results of the analysis of the JPA modified alternatives. Appendixes will be compiled for publication on website or CD only.
- Assumed maximum number of meetings is identified by task.

## Scope of Work

### Task 1 – Initial Activities

This task includes initial activities including meeting attendance, scope clarification, and necessary support to the JPA toward initiation of the pre-public draft EIS/EIR and feasibility study. This task is limited to the level of effort identified in Attachment C.

## **Task 2 – Feasibility Study Support**

This task includes assistance to the feasibility study consultant to support the development of a JPA modified alternative, preliminary operations concept accounting for increased Sacramento Valley water supply (as compared to scenarios evaluated in the *Preliminary Administrative Draft EIR/EIS for the North-of-the-Delta Off-Stream Storage (NODOS) Investigation (Preliminary ADEIR/EIS)*), operations plan, and participation in an environmental /cultural resources mitigation workshop.

### **Subtask 2.1 Develop Preliminary Operations Concept Incorporating Sacramento Valley Water Supply**

A proposed operational concept will be outlined for the JPA modified alternative which will include a proportion of supply being made available to Sacramento Valley water interests. The provision of additional supply for other purposes will be determined in close coordination with the JPA. This effort will be informed by the identification of management measures and metrics to be led by the feasibility study consultant as part of the development of the feasibility study.

Draft assumptions for a portion of supply being made available to Sacramento Valley water interests will be developed using the CALSIM II model in an investigatory mode in close coordination with the feasibility study consultant. Under direction of this team, additional scenarios will be analyzed to determine how the proportion of supply for Sacramento Valley water interests and other purposes will vary under different assumptions. The results for each investigatory scenario will be of a “rough” draft quality and refinements will be limited to supporting the development of assumptions for incorporating supply being made available to Sacramento Valley water interests into a new JPA modified alternative. The investigatory results will be provided with a disclaimer identifying the draft nature of the evaluation. Additional refinements of the analysis will be as part of Tasks 2 and 3 below. Up to two meetings (two attendees per meeting) in Willows will be held.

#### **Deliverables:**

- A brief technical memorandum identifying proposed operation concept including a summary of the preliminary investigatory CALSIM II model evaluation.

### **Subtask 2.2 Operations Plan**

#### **2.2.1 Annotated Outline of Operations, Monitoring and Assurances Plan**

An outline will be prepared identifying the topics to be addressed in a draft Operations, Monitoring and Assurances Plan (Operations Plan) for the JPA alternative. The outline will include headers for all subject matter areas, alternative features, types of potential beneficiaries, and operations concepts for meeting beneficiaries’ objectives under the JPA alternative. The outline will be annotated with specific questions that will be addressed in the draft Plan. Up to one meeting (two attendees) in Willows will be held.

#### **2.2.2 Preliminary Draft Operations, Monitoring, and Assurances Plan**

Using the annotated outline prepared for the draft Operations Plan for the JPA alternative, a draft of the Operations Plan addressing the JPA modified alternative will be prepared. The Operations Plan will include proposed answers to the questions posed in the annotated outline where possible and provide options and identify decisions that need to be made to further define the operations plan. The level of detail will be general. Further details related to operations, monitoring and assurances will be addressed in as part of Tasks 2.2.2 and 2.2.3 below. The development of the Operations Plan will be done in close coordination with the JPA.

As part of the development of the Operations Plan, the status of how the modeling was and is being performed for the Feasibility Report and the EIR/S will be noted, but no modeling will be conducted to support this task. Up to two meetings (two attendees per meeting) in Willows will be held.

#### **2.2.3 Draft Operations, Monitoring and Assurances Plan**

Following the development of the preliminary draft Operations Plan, under the direction of the JPA project management team, a draft Operations Plan for the JPA alternative will be prepared for inclusion in the application package to the California Water Commission. It is assumed that the level of detail included in the draft Plan will

be commensurate with the level of detail of the project description included in the Feasibility Report and the EIR/S and current with information in agreements that the JPA has made in regard to the project. Up to two meetings (two attendees per meeting) in Willows will be held.

**Deliverables:**

- A technical memorandum detailing proposed operations including summary table.

**Subtask 2.3 Environmental/Cultural Resources Mitigation Workshop**

This subtask includes preparation for and participation in a workshop to be led by the feasibility study consultant to evaluate necessary and feasible mitigation required for the implementation of the JPA modified alternative and other alternatives. The existing Mitigation and Monitoring Plan (MMP) included as Appendix 1 in the ADEIR/EIR will be used to inform the discussion as appropriate. The results of the workshop will help inform the final project description including the potential inclusion of "mitigation" as a commitment as part of the proposed alternative(s). Up to five meetings (two attendees per meeting) in Willows will be held.

**Subtask 2.4 Develop JPA Modified Alternative Project Description**

A JPA modified alternative project description suitable for conducting impact analysis will be prepared based on the project description developed as part of the feasibility study. The project description to be prepared as part of this task will be at the same level of detail as other alternatives currently included in the Preliminary ADEIR/EIS, including all descriptions of ground disturbing and operational activities developed as part of the feasibility study to support full impact analysis.

**Deliverables:**

- A technical memorandum including the proposed full project description with a table summarizing all key activities.

**Additional Optional Tasks**

The following additional optional tasks will be conducted when authorized and per the direction of the JPA:

**Task 3 – Confirm Analysis Approach and Baseline Assumptions**

This task will be focused on the review and development of baseline assumptions and analysis approach to complete the pre-public draft EIR/EIS. The following list of assumptions were used in the alternative evaluations and impact analysis for the Preliminary ADEIS/EIR, and will be reviewed in close coordination with the JPA and Reclamation, and are the basis for the evaluation of impacts for the pre-public draft EIR/EIS:

- Long-Term Operational Criteria and Plan (OCAP) for coordination of the Central Valley Project and State Water Project as dictated by the 2009 National Marine Fisheries Service (NMFS) Biological Opinion (BO) and the 2008 U.S. Fish and Wildlife Service (USFWS) BO – basis for existing conditions/affected environment baseline and modeling assumptions.
- No Action/No Project conditions identified in the Preliminary ADEIR/EIS (same as existing conditions/affected environment in addition to programs that were adopted and the facilities that were permitted or are being constructed during the early stages of development of the EIR/EIS).
- The JPA modified alternative will be evaluated at the same level of detail as the other alternatives currently included and evaluated the Preliminary ADEIR/EIS and the results of the analysis provided in a comparative manner.

**Subtask 3.1 CALSIM II Sensitivity Analysis**

Since 2009, a number of conditions have changed, including the implementation of projects that were assumed to be future projects for the No Action/No Project Conditions in the Preliminary ADEIR/EIS and other projects that were implemented in the past six years. In addition, additional future projects have been identified as reasonable

and certain in accordance with guidelines for development of the No Action/No Project Conditions. Such changes in conditions since 2009 include the assumed implementation/operation of the following:

- SWP Ag and M&I Service Contracts are allocated up to full contract amounts in Table A (4.1 MAF/year, w/ table A transfers through 2015) (Future Condition)
- Sacramento River Red Bluff Diversion Dam is operated with gates out all year (Operational)
- Freeport Regional Water Project (Operational)
- Woodland Davis Clean Water Agency Joint Intake and Fish Screen Project (Under Construction)
- San Joaquin River City of Stockton Delta Water Supply Project (30 MGD capacity) (Operational)
- Grasslands Bypass Project (Under Construction)
- South Bay Aqueduct (SBA) improvements to 430 CFS capacity from junction with California Aqueduct to Alameda County FC&WSD Zone 7 diversion point (Operational)
- Delta Export CVP C.W. Bill Jones Pumping Plant is able to operate at permit capacity of 4,600 CFS with 400 CFS Delta-Mendota Canal-California Aqueduct Intertie (Operational)
- Delta Export CCWD Middle River Intake and Pump Station (Operational)
- CCWD expanded Los Vaqueros Reservoir (160 TAF capacity) (Operational)
- Lower Sacramento River Yolo Bypass – Salmonid Habitat Restoration and Fish Passage Project, (Future Condition)
- San Joaquin River Restoration Program (SJRRP) (Partially Implemented, Full Implementation as a Future Condition)

Given these assumptions in other similar documents, a sensitivity analysis utilizing an updated version of CALSIM II will be conducted to confirm the inclusion of the assumptions above. The sensitivity analysis will include evaluation with CALSIM II of the Existing Conditions, No Action/No Project Conditions, two alternatives evaluated in the Preliminary ADEIR/EIS. The results will be evaluated to determine if the relative comparison of alternatives presented in the Preliminary ADEIR/EIS and the JPA modified alternative will be consistent with changes in assumptions for the Existing Conditions and the No Action/No Project Conditions. It is anticipated that the sensitivity analysis will not substantially change the model results/impact analysis. A summary of the sensitivity analysis will be included as part of the pre-public draft EIR/EIS. In the event the results of the sensitivity analysis show major changes, the JPA will be informed and a course of action and level of effort be mutually identified. No additional work that would be required if the sensitivity analysis shows major changes is included in this scope of work.

The sensitivity analysis will use the January 27, 2015 version of the CALSIM II base model released by Reclamation to rerun the No Action/No Project conditions, and the three alternatives in the Preliminary ADEIR/EIS. CALSIM II studies developed in the task will be investigatory draft studies. CALSIM II model assumptions for the three alternatives simulated as part of the sensitivity analysis will be consistent with the Preliminary ADEIR/EIS. CALSIM II results for the three alternatives will be compared to the No Action/No Project conditions, and the incremental changes will be estimated. The incremental changes in the key storage, flow and diversion results from the sensitivity studies will be compared with the published results of the three alternatives versus the No Action/No Project conditions in the Preliminary ADEIR/EIS.

No work will be performed on the analysis until the JPA and the project management team finalizes the assumptions for the alternative and direction has been provided to proceed with physical modeling activities.

**Deliverables:**

- A brief technical memorandum providing analysis results (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS within the executive summary, and to provide a summary update to the JPA.

### Subtask 3.2 Document Selected Modeling Approach

This task assumes that the framework of models used for the other alternatives included in the Preliminary ADEIR/EIS and Feasibility Report will be used for evaluation of the JPA revised alternative for the detailed evaluation in the EIS/EIR. The models will be based on assumptions used in the existing conditions in the Preliminary ADEIR/EIS reflected the year 2009 conditions and on assumptions for the No Action/No Project Conditions in the Preliminary ADEIR/EIS that considered reasonable and foreseeable conditions assumed in 2009.

The framework of models used for the other alternatives included in the Administrative Draft EIR/EIS and Feasibility Report will be used to analyze the JPA modified alternative to be consistent with the analysis conducted previously.

The following models, previously used for the preliminary administrative draft analyses, will be used to conduct the impact analysis:

- For Surface Water Resources (Chapter 6) analyses and related, the following models are included:
  - SWP and CVP Hydrology and System Operations Model (CALSIM II)
  - Upper Sacramento River Daily Operations Model (USRDOM)
- For Surface Water Quality Resources (Chapter 7) analyses and related, the following models are included:
  - Upper Sacramento River Water Quality Model (USRWQM)
  - Preliminary Sites Reservoir Discharge Temperature Model
  - Reclamation Monthly Temperature Models (Reclamation Temperature)
  - Delta Hydrodynamics Model (DSM2 HYDRO)
  - Delta Salinity Model (DSM2 QUAL)
- For Aquatic Biological Resources (Chapter 12) analyses, the following models are included:
  - Reclamation Mortality Models (Reclamation Mortality and SacSalMort)
  - Salmonid Population Model (SALMOD)
- For Socioeconomics (Chapter 22) analyses, the following models are included:
  - Statewide Agricultural Production Model (SWAP)
  - Least Cost Planning Simulation Model (LCPSIM)
  - Other Municipal Water Economics Model (OMWEM)
  - Lower Colorado River Basin Water Quality Model (LCRBWQM)
  - Bay Area Water Quality Economics Model (BAWQM)
  - Reporting Metrics Tool (RMT)
- For Air Quality and Greenhouse Gas Emissions (Chapters 24 and 25) analyses, the following models are included:
  - Off-Road Emissions Model (OFFROAD 2007)
  - Emissions & Generation Resource Integrated Database (eGRID)
  - URBan EMISsions (URBEMIS 2007)
  - EMIssion FACtors (EMFAC 2007)
- For Power Production and Energy Resources (Chapter 31) analyses and related, the following models are included:

- Reclamation Long Term Generation (LT-GEN)
- State Water Project Power Model (SWP Power)
- NODOS Power
- For Socioeconomics (Chapter 22) analyses, the following model is included:
  - IMPLAN

The following models used in the framework of models in the Preliminary ADEIR/EIS and Feasibility Report will not be used for the JPA modified alternative and for the detailed evaluation in the EIS/EIR including:

- For Fluvial Geomorphology and Riparian Habitat, Botanical Resources, and Terrestrial Biological Resources (Chapters 8, 13 and 14) analyses and related, the following models are NOT included:
  - Sedimentation and River Hydraulics – Capacity (SRH-Capacity) – This model is developed and applied by Reclamation TSC
  - Sedimentation and River Hydraulics – Meander (SRH-Meander) – This model is developed and applied by Reclamation TSC
  - Sedimentation and River Hydraulics – Vegetation (SRH-1DV) – This model is developed and applied by Reclamation TSC
  - Riparian Habitat Establishment Model (RHEM) – This model is developed and applied by SEI
  - Sacramento River Ecological Flows Tool (SacEFT) – This model is developed and applied by TNC
- For Aquatic Biological Resources (Chapter 12) analyses and related, the following models are NOT included:
  - Winter Run Chinook Life Cycle Model (IOS) – This model is developed and applied by Cramer Fish Sciences
  - Delta Passage Model (DPM) – This model is developed and applied by Cramer Fish Sciences
- For Recreation Resources (Chapter 21) analyses and related, the following models are NOT included given it is assumed DWR will provide results as necessary to support the recreation analysis:
- Recreation-Day Benefit Values – These calculations were developed and applied by DWR for the Power Production and Energy Resources (Chapter 31) analyses and related, the following models are not included:
  - DWR-PARO Optimization Modeling – This model is developed and applied by DWR PARO

If these models are run under a separate contract, or by DWR and/or Reclamation, results (suitable for direct inclusion with no formatting required) will be included in the Modeling Results presentation prepared as part of Task 4.5.

#### **Deliverables:**

- A technical memorandum identifying all key assumptions including baselines, models and proposed use (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS directly or as an appendix.

## **Task 4 – Modeling Support for Feasibility Study and EIR/EIS**

### **Subtask 4.1 CALSIM II**

Project specific and CVP-SWP system hydrology and operations model simulations will be prepared for the new JPA modified alternative. No work will be performed on the alternative until the JPA and the project management

team finalizes the assumptions for the alternative and direction has been provided to proceed with physical modeling activities for that alternative.

- Hydrology and operations model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. These models include: SWP and CVP Hydrology and System Operations Model (CALSIM II) and Upper Sacramento River Daily Operations Model (USRDOM). These models are used in an iterative process – the USRDOM model is used to verify the availability of supply to divert to storage in the proposed Sites Reservoir and the CALSIM II model is used to incorporate the use of Sites Reservoir storage into the operations of the water resources system.
- Using the results of the model simulations, the operations analysis of the new alternative will be made consistent with the analyses of the other alternatives included in the EIS/EIR so that the detailed evaluation of impacts of the alternative can be performed consistently. Any discrepancies in approach or findings that cannot be addressed, using the framework of models previously developed by DWR, will be brought to the attention of the project management team for resolution.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. It is assumed that DWR will authorize use of these models and make them available upon request.

#### Subtask 4.2 Supplemental Models

Physical and ecosystem model simulations will be prepared for one (1) alternative. No work will be performed on the alternative until prerequisite hydrology and operations modeling of the alternative is completed and reviewed by the project management team, and the Contractor has been directed to proceed with physical and ecosystem analysis for the alternative.

- Physical model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. These models include: Upper Sacramento River Water Quality Model (USRWQM), Preliminary Sites Reservoir Discharge Temperature Model, Reclamation Monthly Temperature Models (Reclamation Temperature), Delta Hydrodynamics Model (DSM2 HYDRO), and Delta Salinity Model (DSM2 QUAL).
- Ecosystem model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. These models include: Reclamation Mortality Models (Reclamation Mortality and SacSalMort) and Salmonid Population Model (SALMOD).
- The Contractor will compile datasets as necessary for the JPA modified alternative such that additional models developed by others can be applied to the alternative (application of these models is not included in this scope of work). These models include: Sedimentation and River Hydraulics - Capacity (SRH Capacity), Meander (SRH Meander) and Vegetation (SRH 1DV) models developed by the Reclamation Technical Service Center (TSC), Riparian Habitat Establishment Model (RHEM) developed by the Reclamation, Sacramento River Ecological Flows Tool (SacEFT) developed by The Nature Conservancy (TNC), and Winter Run Chinook Life Cycle Model (IOS) and the Delta Passage Model (DPM) developed by Cramer Fish Sciences listed above in Task 3.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. It is assumed that DWR will authorize use of these models and make them available upon request.

### **Subtask 4.3 Economics Models**

Economic analyses will be prepared for one (1) alternative. No work will be performed on the alternative until prerequisite physical modeling of the alternative is completed and reviewed by the project management team, and direction to proceed with economic analysis for the alternative has been provided.

- Economics model simulations will be prepared for the alternative using the same framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. The economics models include: Statewide Agricultural Production Model (SWAP), Least Cost Planning Simulation Model (LCPSIM), Other Municipal Water Economics Model (OMWEM), Lower Colorado River Basin Water Quality Model (LCRBWQM), Bay Area Water Quality Economics Model (BAWQM) and the Reclamation Long Term Generation (LT GEN), State Water Project Power Model (SWP Power), and NODOS Power modules.
- Using the results of the economics model simulations, the Reporting Metrics Tool (RMT) previously developed by DWR will be used to compile the results of the economics analysis for the alternative. Summary RMT results comparing all alternatives to be included in the EIS/EIR will be compiled.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIS/EIR. It is assumed that DWR will authorize use of these models and make them available upon request.

### **Subtask 4.4 GIS Evaluation**

This task includes limited Geographic Information System (GIS) support to address potential new JPA modified alternative land use and related impacts. It is assumed existing GIS information previously developed by DWR is accurate and readily available for use.

### **Subtask 4.5 Modeling Results**

Selected presentations of model results consistent in format previously developed by DWR and used for the other alternatives included in the Preliminary ADEIS/EIR will be prepared. These formats are used throughout the appendixes of the Preliminary ADEIS/EIR released by DWR in May of 2014.

- These formats included summary tables, bar charts, exceedance plots and tables to support detailed evaluation of the alternatives in the EIS/EIR.
- Preparation of additional reporting formats or scorecards are not included in this task.

### **Deliverables:**

- A brief technical memorandum providing model results (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS within the executive summary, or to provide a summary update to the JPA management group.

## **Task 5 – Revised Administrative Draft EIR/EIS Document Preparation**

The Preliminary ADEIR/EIS is publically available (located at the following link: [Preliminary Administrative Draft Environmental Impact Report - May 2014](#)). Subsequent to the posting of the Preliminary ADEIR/EIS, CH2MILL assisted DWR with addressing comments received from Reclamation and JPA technical team staff for each section by May 2014. This version of the Preliminary ADEIR/EIS would be used as the basis for the development of a pre-public draft EIR/EIS that incorporates the alternatives previously evaluated in addition to a new JPA modified alternative. This work will be done under the direction of the JPA as the lead under the California Environmental Quality Act (CEQA), and in coordination with the Bureau of Reclamation (Reclamation) as the lead under the National Environmental Policy Act. It is assumed that Reclamation will provide input as well as assistance to support the timely and successful completion of the pre-public draft EIR/EIS. In addition, it is assumed that DWR will be a responsible agency under CEQA and provide input as well as assistance to support the timely and successful completion of the pre-public draft EIR/EIS.

DWR previously prepared the Purpose and Need (in coordination with Reclamation), the project CEQA Objectives, and project description for Alternatives A, B and C included in the Preliminary ADEIR/EIS. DWR prepared all required hydrologic, operations, ecosystem, and economics modeling and analysis with assistance from CH2M HILL. It is assumed that there are no required changes to the Purpose and Need, revisions to the CEQA objectives (if deemed necessary) will be minor to account for the JPA being the CEQA lead, and that the description, range, and content of alternatives previously evaluated would not require revision. All tables and figures will remain in the same format as the Preliminary ADEIR/EIS and be revised only to incorporate the new JPA modified alternative. Analysis and revisions will be primarily focused on documenting the anticipated impacts of the construction and operation of the new JPA modified alternative. Each chapter will undergo an initial review in close coordination with JPA staff, and revisions made as required to address the new JPA modified alternative. A revised ADEIR/EIS will be prepared for review by the JPA, as well as CEQA responsible and NEPA cooperating agencies. It is assumed if comments are provided by responsible and cooperating agencies they will be in the form of redline/strikeout so as to support direct inclusion in the EIR/EIS with minimal coordination efforts. Following JPA review, a pre-public draft EIR/EIS will be prepared. Compliance with Section 508 of the Americans With Disabilities Act (ADA) as well as filing requirements to the Environmental Protection Agency are not included as part of this scope. All correspondence necessary to support the administrative record occurring as part of the preparation of the EIR/EIS will be provided to the JPA at the completion of this scope.

The following subtasks are required to complete the pre-public draft EIR/EIS:

### **Subtask 5.1 Revisions to Introductory and Project Description Related Chapters**

Revisions to ADEIR/EIS to account for the JPA taking the CEQA lead agency role as well as including the JPA modified alternative project description will be conducted under this task. Chapters requiring revisions under this task include:

- Executive Summary
- Chapter 1 – Introduction (and Mitigation and Monitoring Plan included in Appendix 1 of the ADEIR/EIS)
- Chapter 2 – Alternatives Analysis
- Chapter 3 – Description of the Proposed Project/Proposed Action and Alternatives
- Chapter 4 – Environmental Compliance and Permit Summary
- Chapter 5 – Guide to the Resource Analyses

### **Deliverables:**

- Revised electronic versions of Chapters 1, 2, 3 and 4 will be prepared for review and made available prior to the completion of the remainder of the Revised Administrative Draft as determined appropriate in coordination with the JPA.

### **Subtask 5.2 Impact Analysis and Required Revisions to Resource Specific Chapters – Qualitative Analysis**

This task will include impact assessment for the JPA modified alternative for those chapters previously and appropriately evaluated in a qualitative manner. All chapters will be evaluated as to appropriate approach with the following chapters assumed to remain primarily qualitative in nature with respect to impact analysis for the new JPA modified alternative:

- Chapter 9 – Flood Control and Management
- Chapter 10 – Groundwater Resources
- Chapter 11 – Groundwater Quality
- Chapter 16 – Geology, Minerals, Soils and Paleontology
- Chapter 17 – Faults and Seismicity
- Chapter 18 – Cultural Resources w/o Appendix (Appendix confidential to DWR)
- Chapter 19 – Indian Trust Assets
- Chapter 23 – Environmental Justice
- Chapter 26 – Navigation Transportation and Traffic
- Chapter 27 – Noise
- Chapter 28 – Public Health and Environmental Hazards
- Chapter 29 – Public Services and Utilities
- Chapter 30 – Visual Resources
- Chapter 32 – Short-Term Uses vs Long-Term Productivity
- Chapter 33 – Irreversible or Irretrievable Commitments
- Chapter 34 – Growth-Inducing Impacts
- Chapter 35 – Cumulative Impacts

Revisions will be made to each chapter as necessary addressing the new JPA modified alternative consistent with the approach used in the development of the Preliminary ADEIR/EIS. It is assumed that DWR will provide information as necessary to complete Chapter 18 – Cultural Resources to account for the new JPA modified alternative. A reconnaissance level cultural resources field review will be conducted to evaluate the potential for cultural resources impacts associated with the new JPA modified alternative. A records search will also be conducted. Necessary documentation will be developed that will be eventually be required to prepare necessary reports and submittals for the eventual permitting process. It is assumed that Reclamation will provide revisions to the Indian Trust Assets section as necessary to address the new JPA modified alternative. Chapters 32, 33, and 34 are assumed to require only minor revisions to account for the new JPA modified alternative only given they were prepared by DWR previously. Revisions necessary to update Chapter 36 – Consultation and Coordination, Chapter 37 – References, Chapter 38 – List of Preparers and Contributors, and Chapter 39 – EIR/EIS Distribution List will be made to account for necessary updates and recent activities.

### **Subtask 5.3 Impact Analysis and Required Revisions to Resource Specific Chapters – Quantitative Analysis and Executive Summary**

This task will include impact assessment for those chapters previously and appropriately evaluated in a quantitative manner utilizing a numerical modeling tool. All chapters will be evaluated as to appropriate approach with the following chapters assumed to remain at least in part based on modeled results for the anticipated impacts of a new JPA modified alternative. Modeling and detailed analyses will be conducted and results provided through the completion of Task 3 detailed above. It is assumed that air quality impacts and associated analysis will be similar to those identified and evaluated as part of the Preliminary ADEIR/EIS. Modeled results for the JPA modified alternative developed as part of Task 4 will be incorporated into the sections below in a comparative

manner consistent with the approach used in the development of the Preliminary ADEIR/EIS. Chapter 6 – Surface Water Resources:

- Chapter 7 – Surface Water Quality
- Chapter 8 – Fluvial Geomorphology and Riparian Habitat
- Chapter 12 – Aquatic Biological Resources
- Chapter 13 – Botanical Resources
- Chapter 14 – Terrestrial Biological Resources
- Chapter 15 – Wetlands and Other Waters of the U S
- Chapter 20 – Land Use
- Chapter 21 – Recreation Resources
- Chapter 22 – Socioeconomics
- Chapter 24 – Air Quality
- Chapter 25 – Climate Change and Greenhouse Gas Emissions
- Chapter 31 – Power Production and Energy

Reconnaissance level terrestrial biological surveys will also be conducted under this sub task to evaluate the potential for terrestrial biological impacts associated with the new JPA modified alternative. It is assumed that any potential impacts to aquatic resources will be addressed through the modeling included as part of this task (no aquatic field review/evaluations will be necessary)

**Deliverables:**

- An electronic version of the Revised Administrative Draft EIS/EIR will be prepared for JPA and Reclamation review including the chapters identified above as well as chapters prepared in Sub-tasks 5.1 and 5.2. Up to five hardcopies will also be provided as requested by the JPA.

**Subtask 5.4 Revision of Appendixes**

The appendixes for the Preliminary Administrative Draft EIR/EIS were developed by many organizations in addition to CH2M HILL, including DWR, Reclamation, and The Nature Conservancy, and their consultants (including AECOM, HDR Inc., Cramer Fish Sciences, and ESSA Technologies). Necessary supporting documentation developed as part of the modeling and impact assessment of the JPA modified alternative will be included in the appendixes as appropriate. Analyses will be included as an additional stand-alone section and/or attachment to each existing appendix requiring revision. No new appendixes will be developed. No reformatting or revisions of the existing appendixes will be conducted or necessary in addition to inclusion of the results of the analysis of the JPA modified alternatives.

The appendixes will be compiled for publication on website or CD only.

**Deliverables:**

- Revised appendixes will be provided in electronic form for website posting or CD as determined appropriate in coordination with the JPA.

**Task 6 – Administrative Pre-Public Draft EIR/EIS Document Preparation**

An Administrative Pre-Public Draft EIS/EIR will be prepared in close coordination with the JPA and Reclamation based on revisions received from the JPA (including those the JPA receives from DWR) and Reclamation. Revisions to the Revised Administrative Draft EIS/EIS will be based on one set of conformed redline/strikeout revision comments received from the JPA (including DWR comments and comments received from other responsible agencies) and one set of conformed redline/strikeout revision comments received from Reclamation (it is assumed Reclamation will ensure consistency among their comments and clarification to allow for relative ease of inclusion including comments from cooperating agencies). All comments will be considered in the development of the Pre-Public Draft EIS/EIR. It is assumed that the JPA, DWR, and Reclamation subject matter experts will

provide reviews, guidance, and additional content, as needed, to address and incorporate comments. Given the previous review and coordination process with the JPA and Reclamation in the development of the Preliminary ADEIS/EIR, and as part of the coordination that will occur as part of the development of the Revised Administrative Draft EIR/EIS prepared in Task 4, minimal substantive comments are anticipated between the Preliminary Administrative DEIR/EIS and Administrative Pre-Public Draft EIR/EIS. Two meetings in Willows will be held in this task to discuss the consolidated comments as necessary.

Revisions will be made directly to the EIR/EIS. Comments will be tracked and brief responses noted for each comment in matrix form that were not included in the revisions.

**Deliverables:**

- An electronic version of the Administrative Pre-Public Draft EIS/EIR will be prepared for JPA and Reclamation. Up to five hardcopies will also be provided as requested by the JPA.

### **Task 7 – Pre-Public Draft EIR/EIS Document Preparation**

A Pre-Public Draft EIS/EIR will be prepared in close coordination with the JPA and Reclamation based on final comments received from the JPA and Reclamation on the Administrative Pre-Public Draft EIR/EIS. Revisions to the Administrative Pre-Public Draft EIR/EIS will be based on one set of redline/strikeout conformed comments received from the JPA and one set of redline/strikeout conformed comments received from the Reclamation. Given the previous review and coordination process with the JPA and Reclamation in the development of the Preliminary ADEIS/EIR, and as part of the coordination that will occur as part of the development of the Revised Administrative Draft EIR/EIS prepared in Task 4 and Administrative Pre-Public Draft EIR/EIS in Task 5, it is assumed that no substantive comments will occur between the Administrative Pre-Public Draft EIR/EIS and the Pre-Public Draft EIR/EIS. One meeting in Willows will be held to discuss the consolidated comments as necessary.

### **Task 8 – Public Meeting Assistance**

This task includes assistance and participation for two public meetings in a support role to respond to questions, as determined necessary by the JPA related to project status, and does not include receipt of comments. This task does not include efforts associated with reserving/renting venues for the public meetings, providing a public hearing officer, court reporter, sign-in sheets, informational handouts, and support staff to conduct the meetings. It is assumed that the public meetings will be held in Willows or Sacramento.

This task also does not include development or publication of public notices, filing of CEQA with the Governor's Office, filing of NEPA documents with the U.S. Environmental Protection Agency, or filing of notices with the local agencies in the study area.

### **Task 9 – Reclamation Coordination**

This task includes coordination effort with Reclamation including phone calls, monthly status updates/calls, and team meetings, with the Reclamation NEPA project manager and team. A total of five meetings will be held in Sacramento as part of this task.

### **Task 10 – DWR Coordination**

**This task includes coordination effort with DWR including phone calls, monthly status updates/calls, and team meetings, with the DWR CEQA project manager and team. A total of five meetings will be held in Sacramento as part of this task.**

Attachment B  
CH2M HILL  
Sites Project Joint Powers Authority (JPA)  
Hourly Billing Rates\*\*

Classification	2015	2016	2017	2018
Principal Professional/Project Director (Level 2)*	\$283.61	\$292.11	\$300.88	\$309.90
Principal Professional/Senior Project Manager*	\$238.68	\$245.84	\$253.22	\$260.82
Project Manager*	\$210.02	\$216.32	\$222.81	\$229.49
Senior Project Professional*	\$175.81	\$181.09	\$186.52	\$192.12
Professional (Level 2)*	\$143.31	\$147.61	\$152.03	\$156.60
Professional (Level 1)*	\$122.95	\$126.64	\$130.44	\$134.35
Staff Professional (Level 2)*	\$109.24	\$112.52	\$115.89	\$119.37
Staff Professional (Level 1)*	\$93.65	\$96.45	\$99.35	\$102.33
Senior Drafter/Illustrator/Editor/ Word Processor	\$159.98	\$164.78	\$169.72	\$174.81
Drafter/Illustrator/Editor/Word Processor (Level 3)	\$127.89	\$131.73	\$135.68	\$139.75
Drafter/Illustrator/Editor/Word Processor (Level 2)	\$103.85	\$106.97	\$110.18	\$113.48
Drafter/Illustrator/Editor/Word Processor (Level 1)	\$100.49	\$103.50	\$106.61	\$109.80
Clerk	\$77.97	\$80.31	\$82.72	\$85.20

**NOTES:**

\*includes engineering, consulting, planner and scientist disciplines

\*\*these rates are effective January 1, 2015 through December 31, 2018

A markup of 7% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

# Attachment C

## NODOS JPA/Sites Pre-Public EIR/EIS and Feas Study Support

### Price by Element

Task	Hours	Labor	Expense	Subs	Subtotal	Markup	Task Total
<b>Initial Activities &amp; Feasibility Study Support</b>							
Task 1 - Initial Project Activities	260	48,984.16	1,191.44	-	50,175.60	83.4008	50,259.00
Task 2 - Feasibility Study Support	858	177,531.78	3,311.85	-	180,843.63	231.84	181,075.47
<b>Subtotal for Initial Activities &amp; Feasibility Study Support</b>	<b>1,118.00</b>	<b>226,515.94</b>	<b>4,503.29</b>	<b>-</b>	<b>231,019.23</b>	<b>315.24</b>	<b>231,334.47</b>
<b>Optional Additional Tasks</b>							
Task 3 - Conf Anlys Aprch/Bsin Assump	360	67,037.70	1,000.00	5,000.00	73,037.70	420	73,457.70
Task 4 - Mod Supt Feas Stdy	1,374.00	241,530.96	1,500.00	15,000.00	258,030.96	1,155.00	259,185.96
Task 5 - Rev Admin Drft EIR/EIS Doc	1,960.00	343,745.62	7,239.20	113,000.00	463,984.82	8,416.75	472,401.57
Task 6 - Admin Pre-Public Drft EIR/EIS Doc Prep	446	79,445.99	23.00	7,500.00	86,968.99	526.61	87,495.60
Task 7 - Pre Public Draft EIR/EIS Doc Prep	269	44,100.62	4.60	5,000.00	49,105.22	350.32	49,455.54
Task 8 - Public Meeting Assistance	84	17,174.92	1,500.00	5,000.00	23,674.92	455	24,129.92
Task 9 - Reclamation and Agency Coordination	360	75,596.62	1,500.00	-	77,096.62	105	77,201.62
Task 10 - DWR Coordination	360	75,596.62	-	-	75,596.62	-	75,596.62
<b>Subtotal for Optional Additional Tasks</b>	<b>5,213.00</b>	<b>944,229.05</b>	<b>12,766.80</b>	<b>150,500.00</b>	<b>1,107,495.85</b>	<b>11,428.68</b>	<b>1,118,924.53</b>
<b>Total</b>	<b>6,331.00</b>	<b>1,170,744.99</b>	<b>17,270.09</b>	<b>150,500.00</b>	<b>1,338,515.08</b>	<b>11,743.92</b>	<b>1,350,259.00</b>