

**COUNTY OF SISKIYOU  
DESIGN PROFESSIONAL SERVICES CONTRACT**

This Contract is entered into on the date signed by all parties to it.

COUNTY: GENERAL SERVICES – SISKIYOU POWER AUTHORITY  
190 GREENHORN ROAD  
YREKA, CA 96097

and

CONTRACTOR: HDR ENGINEERING, INC.  
2365 IRON POINT ROAD, SUITE 300  
FOLSOM, CA 95630-8709  
(916) 817-4700  
(916) 817-4747 Fax

**ARTICLE 1. TERM OF CONTRACT**

- 1.01** Contract Term: This Contract shall become effective August 1, 2024, and shall terminate on June 30, 2029, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms.

All such services are to be coordinated with County and the results of the work shall be monitored by the Director of General Services or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of Fifty Thousand Dollars and No/100 cents (\$50,000.00) for the term of the Contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Director of General Services (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to

purchase or rent any tools, equipment or services from County.

- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification: Indemnification for non-design professional services:** To the extent permitted by California Civil Code Section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, defend and indemnify the County, directors, officers, employees, designated volunteers, and agents from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subconsultants', subcontractors' or suppliers', negligence or other wrongful conduct during performance under this Agreement or failure to comply with any of the obligations contained in the Agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the Agreement pursuant to California Civil Code Section 1717 or Section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all negligent or wrongful acts or omissions, including any breach of this Agreement, unrelated to the provision of professional design services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subconsultants' or subcontractors' agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the County. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$2,000,000) Two Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages to the extent arising from Contractor's negligence or other wrongful conduct, whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Indemnification for design professional services: To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.8, Contractor shall defend (with legal counsel acceptable to County), indemnify and hold harmless County, its officers, agents and employees, from and against any and all claims, demands, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith) to the extent that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees.

**5.06** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

**5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract,

certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, or material change by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00).

- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
  - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
  - c. County will not withhold state or federal income tax from payment to Contractor;
  - d. County will not make disability insurance contributions on behalf of Contractor;
  - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor, or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use. Any modification or reuse of such documents and materials by County for purposes other than those intended by this Contract shall be at County's sole risk and without liability to Contractor.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its

specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.  
Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.  
Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that

Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

#### **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

#### **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
  2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor. However, County shall not terminate with cause unless County provides written notice of the breach and Contractor fails to cure within ten (10) days of receipt of such notice. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase completed in accordance with the requirements of this Contract at the time the notice of termination is received.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

#### **ARTICLE 8. GENERAL PROVISIONS**



- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by both parties and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action

brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have

been fully performed.

- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
- 8.16** Standard of Care: Contractor shall perform all services with the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 12/16/2024

CONTRACTOR: HDR Engineering, Inc.

Holly Kennedy

Holly Kennedy, Senior Vice  
President/Secretary

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

COUNTY OF SISKIYOU

Joy Hall

1/6/2025

Joy Hall, Director of General Services (Date)

APPROVED AS TO LEGAL FORM:

Natalie Reed

12/18/2024

Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)

2511 205011 723000

If not to exceed, include amount not to exceed: \$50,000.00

Encumbrance number (if applicable):

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Diane L. Olson

1/2/2025

Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Hayley Hudson

12/18/2024

Hayley Hudson, Risk Management (Date)



August 15, 2024

Joy Hall  
Director of General Services/Siskiyou County  
190 Greenhorn Road  
Yreka, California 96097  
Via Email: [jdhall@co.siskiyou.ca.us](mailto:jdhall@co.siskiyou.ca.us)

**RE: Owner's Engineer & FERC Part 12D Support Services Master Services Agreement**

Dear Joy,

HDR Engineering, Inc. (HDR) appreciates the opportunity to provide Siskiyou County and the Siskiyou Power Authority (SPA) with this proposal to provide owner's engineer support services for the Box Canyon Dam Hydroelectric Project (Project), located in Siskiyou County, California.

We understand that the Project is owned and maintained by SPA and dually regulated by the Federal Energy Regulatory Commission (FERC) and the California Division of Safety of Dams (DSOD). The purpose of this proposal is to provide owner's engineer and FERC Part 12D support services, as required. HDR proposes to establish an on-call, Master Services Agreement (MSA) as outlined below, concurrently with identified potential owner's engineer support tasks as included in this proposal under Task Order No. 1. This proposal includes our project understanding, scope of services, compensation details, exclusions and assumptions, and the identified tasks.

## **Project Understanding**

HDR understands that the purpose of this MSA is to provide support to the SPA staff. The professional most involved in this agreement will be Project Manager, Sharon Roach, PE. However, the project team will be supported on an as-needed basis by other technical resources within the HDR organization, or their subconsultants.

## **Scope of Services**

HDR will support SPA in their administrative, regulatory, engineering, and environmental needs for the Project, which may include providing regulatory support, owner's engineer support and other duties, as needed.

The following is a preliminary list of typical, anticipated services that may be completed under this MSA:

- FERC Part 12D CA and/or PI Inspection Support
- Owner's Engineer Support
  - Owner's Engineer Representative



- Owner's Project Engineering Support Services
- Project Management Support
- Other duties as requested

## Schedule, Estimated Fees and Disbursements

HDR will furnish labor, equipment, and materials to assist SPA on a Time and Materials (T&M) basis. Our rate sheet has been attached along with our general terms in regard to escalation, expenses, and subconsultant markups. We propose an initial budget allocation of not-to-exceed \$50,000 and a five-year (5-year) term agreement. SPA will be invoiced monthly, as costs are incurred. We will notify SPA when we reach 75% of the total allocated budget and determine if additional funding is needed. On an annual basis HDR will furnish an updated rate sheet to SPA that includes escalation effective January 1<sup>st</sup> of each year.

## Identified Tasks

HDR and SPA have identified several tasks, listed in Task Order Number 1, attached, that may commence immediately, or when directed, upon receipt of an executed agreement and notice to proceed (NTP). The following are the identified tasks included concurrently with the execution of this agreement:

Task 1. Project Management

Task 2. FERC Part 12D CA, PFMA/L2RA Support

Task 3. Owner's Engineer Support

## Exclusions and Assumptions

The work as described in this proposal does not include conceptual or engineered drawings for permitting or construction, or services such as specialized studies, assessments or inspections that may be required or requested by SPA, FERC, DSOD, or others that fall outside the typical owner's engineer support services as defined by the scope of services above. HDR is available and capable of providing these services and will provide a separate task authorization proposal with fee estimate which may be added to this MSA, as needed.

The activities described herein can commence immediately upon receipt of an executed agreement and notice to proceed (NTP). HDR is excited about this opportunity to establish our relationship with SPA and offer our services. Should you require further clarification of this proposal, please do not hesitate to contact Project Manager, Sharon Roach, at 530.647.6356 or [sharon.roach@hdrinc.com](mailto:sharon.roach@hdrinc.com).



Regards,  
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'SR' followed by a long, sweeping horizontal line.

Sharon Roach, PE  
*Project Manager*

A handwritten signature in black ink, appearing to read 'HK' followed by a long, sweeping horizontal line.

Holly Kennedy, PE  
*Senior Vice President*



TASK ORDER NUMBER: 1

PROJECT NAME: Owner's Engineer Support Services

PART 1.0 PROJECT DESCRIPTION:

The proposal provided is in response to Siskiyou Power Authority's request to establish an MSA with HDR to provide owner's engineer support services for the Box Canyon Dam Hydroelectric Project. Box Canyon Dam is a combination ungated, ogee concrete gravity dam which is abutted by earthen embankment sections on each side. It is situated at the headwaters of the Sacramento River and impounds Lake Siskiyou.

The work will be done in accordance with the Federal Energy Regulatory Commission's current Engineering Guidelines, Title 18, Chapter 1, Subchapters B and D of the Code of Federal Regulations and the California Water Code Parts 1 and 2 of Division 3. The work described below includes an assumed one (1) round of regulatory comments on each submittal package. Additional comment rounds may require costs in addition to the estimates below.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

TASK 1. Project Management

This encompasses the administrative duties associated with managing the workload via project controls, invoicing, and coordination meetings.

TASK 2. FERC Part 12D CA Inspection Support

This task includes the review of the pertinent dam safety documentation and pre-inspection documents pertinent for the PFMA/SQRA sessions, support for review and revision of the independent consultant's Pre-Inspection Plans, Inspection Plans and data reviews, round-trip travel to the Project, attendance to an inspection and PFMA workshop session, reviewing the documentation prior to the SQRA/L2RA, assisting SPA with documentation review, attending the L2RA/SQRA workshop, reviewing and responding to the independent consultants inquiries on behalf of SPA as requested, attending the CA review workshop with SPA, reviewing each of the independent consultant's deliverables prior to submission to FERC and DSOD and assisting SPA with inspection follow-up action items from FERC, DSOD, or SPA staff. Follow-up action item assistance may be review of the comments and providing response coaching, options analysis or response strategy options. HDR, if requested, may draft an initial response letter or assist SPA in drafting the letter. Drafts will be sent to SPA for review and revision, if necessary, then re-





transmitted to SPA for submittal to the respective agency. While SPA may request HDR transmit submittals on their behalf, it is the assumed responsibility of SPA to transmit each submittal to the respective regulator, agency, or others.

The time schedule from commencement to completion of this task is about one (1) year, which includes four (4) months of review and study prior to the inspection activities, three (3) weeks of workshops and in-person activities, one (1) month of studying and research after the initial workshop, four (4) months of deliverable reviews and two (2) months of responses to regulatory follow-up items and recommendation. Draft responses to recommendations and follow-up items as well as reviews of the independent consultant's reports generally require one (1) to four (4) weeks to prepare, once prepared, the drafts will be sent to SPA for review. It is expected that SPA will take one (1) week to four (4) weeks, respectively, to review the draft and request revisions, and one (1) to two (2) weeks, respectively, for HDR to submit the draft final to SPA for final acceptance.

This assumes that each inspection requires the following:

1. Review of documentation for inspection/PFMA
2. Round-trip travel to attend the Inspection/PFMA workshop
3. Round-trip travel to attend the L2RA workshop
4. Round-trip travel to attend the CA Review workshop
5. Participation in the Inspection/PFMA workshop
6. Participation in the L2RA workshop
7. Participation in the CA Review workshop
8. Review of Independent Consultant's deliverables
9. Regulatory follow-up comment support pertaining to the inspection

### TASK 3. Owner's Engineer Support

#### 3.1. Owner's Engineer Representative

This task includes the review of capital improvement or maintenance project documentation, specifications, and drawings by others, on behalf of SPA, as an owner's engineering representative. Based on that review, mark-ups and recommendations will be furnished to SPA for their internal records. If requested, HDR can attend in-person activities, and provide comments based on observation, as requested by the SPA. Draft comments will be sent to SPA for review and revision, if necessary.

#### 3.2. Owner's Project Engineering Support Services

This task includes the following examples of typical owner's project related support services:



- Maintenance Repairs engineering and support
- Access improvement (site civil improvements)
- Access improvement (worker access and safety)
- Geotechnical/Geologic site reconnaissance/assessment
- Hydrology & Hydraulics spillway or runoff modeling
- Structural assessment of appurtenant structures, minor project components

### 3.3. Other duties as assigned

## PART 3.0 OWNER'S RESPONSIBILITIES:

SPA is in responsible charge of the Project, the Project's operations and maintenance, overall health, and execution of their program. SPA is responsible to provide the data, documentation, assessments, reports, drawings and other information requested for HDR to perform the tasks outlined in this Task Authorization. SPA is responsible to transmit regulatory submissions or request, in advance, that HDR submit those deliverables on their behalf.

## PART 4.0 PERIODS OF SERVICE:

The period of service is intended for five (5) years from the date signing of the mutual service agreement between SPA and HDR. The period of service may be extended by mutual agreement of both parties.

## PART 5.0 ENGINEER'S FEE:

Our fee structure is based on our current hourly rates, material and expenses. A current rate sheet is included in Appendix B. Actual rates are subject to an annual update of our rates, which will be provided effective each January 1<sup>st</sup>, as agreed within the terms and conditions of the mutual service agreement. The allocated budget is not to exceed \$50,000 unless otherwise agreed upon by SPA and HDR.



# Appendix A



## HDR Engineering, Inc. 2024 Rate Sheet

<b>Labor Category</b>	<b>Rate</b>
Senior Project Manager	325.00
Project Manager	310.00
Assistant Project Manager	235.00
Technical Advisor Senior	450.00
Technical Advisor II	375.00
Technical Advisor I	330.00
Senior Regulatory Compliance	300.00
Regulatory Compliance	270.00
Senior Engineer	292.00
Project Engineer	255.00
Staff Engineer	220.00
Engineer in Training	175.00
Project Administration II	175.00
Project Administration I	135.00

*Hourly billing rates are for the calendar year 2024.*

### Expenses

	Current Federal Travel Regulation (FTR)
Vehicle Mileage (per mile)	
Transportation (includes Rental Car, Uber, Train)	at cost
Meals	at cost
Lodging	at cost
Postage/Overnight Mail	at cost
Copies (Black and white)	at cost
Copies (Color)	at cost
Bond Plotting - Black & White (per square foot)	at cost
Bond Plotting - Color (per square foot)	at cost
Equipment	at cost

Please Note: expenses and subconsultants are charged with a 5% markup