# FIRST ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FIRST ADDENDUM is to that Contract for Services entered into on September 11, 2024, by and between the Siskiyou Power Authority ("County") and Hatch Associates Consultants, Inc., ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2025, and services continued to be required after that date; and

WHEREAS, the parties have continued to perform under the contract and desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the parties desire to increase the insurance and liability coverages within the Contract; and

WHEREAS, unexpected additional tasks are required to complete the services for which the contractor was retained.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph <u>1.01</u> of the Contract for Services shall be amended to extend the term of the Contract through October 31, 2025.

Paragraph <u>3.01</u>, Scope of Work, Exhibit "A", shall be supplemented and amended to include the additional tasks set forth in Exhibit "A" attached hereto and incorporated herein, entitled Additional Engineering Servicers.

Paragraph <u>4.01</u> of the Contract, Compensation, shall be amended to add an additional One Hundred Ninety-Nine Thousand One Dollars (\$199,001.00), to increase the compensation payable under the Contract to an amount not to exceed \$634,000.00 for the term of the Contract.

Paragraph <u>5.04</u> of the Contract, Worker's Compensation, shall be amended to increase the insurance coverage payable under the contract to One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' compensation

insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations.

Paragraph <u>5.06</u> of the Contract, General Liability and Automobile Insurance shall be amended to increase the general liability coverage to 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.

Paragraph <u>5.10</u> of the Contract, Professional Liability, shall be amended to increase the professional liability insurance to a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department.

All other terms and conditions of the Contract shall remain in full force and effect.

In Process

IN WITNESS WHEREOF, County and Contractor have executed this first addendum 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.

#### SISKIYOU POWER AUTHORITY

Date:	NANCY OGREN, CHAIR Board of Directors Siskiyou Power Authority
ATTEST: LAURA BYNUM Clerk, Board of Supervisors	
By: Deputy	
	CONTRACTOR: <u>Hatch Associates</u> <u>Consultants, Inc.</u>
Date: 6/18/2025	amarJolly
Date: 6/18/2025	Amarus Gillyby Managing Director, Power
	Rob Brown, Commercial Director, Power

License No.: 1803687

(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. 13-6094431

ACCOUNTING:

Fund Organization Account Activity Code (if applicable) 2511 205011 723000

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$634,000

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



105 Fifth Avenue, Suite 350 Minneapolis, MN, USA 55401 Tel: +1 (612) 339 2612 www.hatch.com

May 15, 2025

Ms. Jessica Skillen Interim Project Coordinator County of Siskiyou 190 Greenhorn Road Yreka, CA 96097

Dear Ms. Skillen:

Subject: Box Canyon Dam Comprehensive Assessment Change Order No. 1

Hatch is working with Siskiyou County to complete the FERC Part 12D Comprehensive Assessment (CA) of the Box Canyon Dam. During this process, Hatch and their subconsultants have encountered unexpected additional scope and costs not included in the original proposal.

The attached proposal summarizes Hatch's proposed additional scope of work and commercial offer. If you have any questions or wish to discuss any aspect of this offer, please call Lindsay Tita at 720-532-5420.

Regards,

Lindsay Tita, P.E. Project Manager Rajib Ahsan, P.Eng.
Director, Operations | Hydropower and Dams



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#### ADDITIONAL ENGINEERING SERVICES

for

## Box Canyon Dam Comprehensive Assessment Change Order No. 1

May 15, 2025

Client Name: County of Siskiyou

**Project Name:** Box Canyon Dam Comprehensive Assessment Additional

Services No. 1

Client Contact: Ms. Jessica Skillen

Interim Project Coordinator

Phone: 530-842-8241

Hatch Contact: Lindsay Tita, P.E.

Project Manager

lindsay.tita@hatch.com

Phone: 720-532-5420

**Proposal Number:** H373854(P-076977), CO#1

Estimated Start Date: May 2025
Estimated Completion Date: October 2025

Cost Basis: Cost Reimbursable Basis

Additional Services Estimate: \$199,001 USD

# **Introduction / Background**

Hatch and their team of subconsultants began work on the Box Canyon Dam FERC Part 12D Comprehensive Assessment (CA) in late-2024. It became apparent that additional scope/effort would be necessary beyond what was originally proposed to complete the Box Canyon CA scope. Ms. Joy Hall, the previous project coordinator, was notified of this situation. Ms. Hall requested that Hatch submit the additional efforts under a single change order. Since Ms. Hall's request, Hatch has been tracking out of scope items and costs that have occurred as part of the CA process and communicated via email to Ms. Hall. After learning of Ms. Hall's departure from the County, a virtual meeting was held on May 9, 2025 with Ms. Jessica Skillen (Siskiyou), Lindsay Tita (Hatch), and Adam Pack (Hatch) to reiterate the previous discussions with Ms. Hall and to discuss the change order request presented herein. This change order presents the additional scope that has already been completed, in addition to the additional effort that is expected to be completed, which were not included in the original CA proposal.



# **Scope of Services**

This section outlines the additional scope completed or to be completed, organized by project task.

#### **Task 1 - Project Coordination**

Additional scope for this task includes unexpected additional coordination calls with Siskiyou County and FERC, along with the coordination required for schedule changes.

#### Task 2 - Document Review

In the original proposal, Hatch included the scope and hours necessary to review a well-organized digital library, with all documents received at the same time. Instead, Hatch received required documentation in multiple batches and spent time weeding out duplicates, finding relevant documents, and creating a digital library for the Subject Matter Experts (SMEs) to reference.

#### Task 3 - Comprehensive Assessment Pre-Inspection Preparation Report (CA-PIPR)

Additional review and evaluation of dam components were completed to better prepare for the field inspection, PFMA, L2RA, and CAR.

#### Tasks 4 - Field Inspection & Potential Failure Mode Analysis (PFMA)

No additional scope requested for the site inspection portion of this task.

The PFMA sessions included more staff than originally assumed and multiple additional virtual sessions. The original cost was based on an assumption that we could screen down the 200-250 candidate potential failure modes into a more manageable 40-50 developed potential failure modes. However, we ended up discussing 70 developed PFMs and 8 contingent PFMs. FERC's initial input influenced the IC team with the result of increased PFMs needed being carried discussed and carried over to the L2RA. Hatch's proposal assumed a four-day (32-hour) workshop attended by the IC, two SMEs, the facilitator, and the recorder (five core IC team); with limited virtual participation (up to 8 hours) by the other two SMEs. As directed by FERC, full-time participation was provided by all SMEs. Hatch initially assumed up to 12-hours of PFMA overflow time for the five core IC team members, with no overflow time for the other two SMEs, and FERC deemed that additional participation from the other two SMEs was necessary.

Additional analysis also had to be completed for the PFMA. This is related to the finding that the original hydrology was outdated and incorrect. Significant additional hydrologic analyses had to be developed to develop accurate hydrologic hazard curve (HHC) outputs as well as wave runup (freeboard) and spillway chute cavitation/velocity.

#### Task 5 – Level 2 Risk Assessment (L2RA)

The additional developed potential failure modes beyond what was expected will result in additional costs for meetings, documentation, analysis, and L2RA workshop days. Our proposal initially assumed up to 3.5 days for the in-person L2RA (37 hours) for the five core IC team and up to 8-hours of participation by the other two SMEs. Then up to a day and a half (12 hours) of virtual L2RA overflow for the five IC core members, with no overflow time for the other two SMEs. Completed L2RA days at the time of this change order request included April 10, April 14-17, May 12, and May 14; future scheduled L2RA days include July 28-30. For the purposes of this change order request, we assume one of the future scheduled days will be needed to complete the L2RA.



Also, dam failure models had to be developed in HEC-RAS and run as none were available previously. Downstream analyses using HEC-RAS were completed for LIFESIM modeling using the updated HHC analyses as input.

#### Task 6 - Comprehensive Assessment Report (CAR)

Hatch expects the CAR will require additional budget as an updated Probable Maximum Flood (PMF) analysis is required. This will use the hydrologic model developed and applied to create the correct HHC and incorporate the correct total basin area size to provide an accurate evaluation of the PMF for the basin. Probable Maximum Precipitation depths will be derived from HMR 59. These are conservative depths, and therefore the resulting PMF will represent a conservative upper limit.

Cost savings will be realized in preparing the PMF report as extensive data is available from the County regarding daily water surface elevations in the lake and hourly rainfall data at Mount Shasta. This will allow for the development of a calibrated hydrologic model, which will include considerations for the influence of snow/ice melt.

#### Task 7 - Summary Tables and Recommendations

No additional scope is foreseen at this time.

#### Task 8 - Comprehensive Assessment (CA) Review Meeting

No additional scope is foreseen at this time.

#### Task 9 - Project Management

Due to the project schedule extension, additional project management efforts will be necessary

#### Commercial Offer

#### **Overview**

Hatch is pleased to provide the following commercial offer to County of Siskiyou for the professional services (the "Services") detailed herein.

#### **Estimated Cost of Services of Additional Scope of Work**

The overall cost for the additional scope is estimated to be USD \$199,001 on a reimbursable cost basis, exclusive of applicable taxes and adjustment for variations. A summary of the cost reimbursable estimate is provided in Table 1 below:



Table 1: Cost Estimate

Task	Original Budget	Change Order #1 Additional Cost	Estimated Effort (Hrs)	Revised Budget Estimate
Task 1 – Project Coordination	\$1,670	\$4,000	16	\$5,670
Task 2 – Document Review	\$8,765	\$26,000	104	\$34,765
Task 3 – Inspection Plan & CA-PIPR	\$19,340	\$10,600	42	\$29,940
Task 4- Field Inspection & Potential Failure Mode Analysis	\$54,450	\$7,800	26	\$62,250
Task 5 – Level 2 Risk Assessment	\$69,660	\$3,600	10	\$73,260
Task 6 – CAR	\$15,020	\$12,000	32	\$27,020
Task 7 – Summary Tables and Recommendations	\$2,875	-	-	\$2,875
Task 8 – CAR Review Meeting	\$4,980	-	-	\$4,980
Task 9 – Project Management	\$7,240	1,000	4	\$8,240
Subtotal HATCH Estimated Cost:	\$184,000	\$65,000		\$249,000
Ayres Subconsultant Fee	\$109,560	\$20,601	45	\$130,161
Applied Weather Services Subconsultant Fee	\$141,439	\$113,400	360	\$254,839
Total Subconsultant Expenses	\$250,999	\$134,001		\$385,000
TOTAL ESTIMATED COST:	\$434,999	\$199,001		\$634,000
Basis of Compensation	Pro	CE	S	S

As full compensation for the services, Hatch will be paid the sum of labor billings and reimbursable expenses incurred.

#### **Schedule of Rates**

Compensation to Hatch will be on the basis of hourly charge-out rates provided in Attachment A.

#### **Travel and Related**

Compensation to Hatch for chargeable expenses incurred by Hatch in the interests of the project and not provided for within the charge-out rates, such as travel and related costs including out-of-pocket disbursements, will be charged at Hatch's cost, plus 5%.

#### **Subconsultants**

Hatch has included the estimated cost for the proposed services of Subconsultants in Table 1. These Subconsultants will be charged to the Client at cost, plus an additional markup of 10% to cover administration services.

#### **Invoicing & Payment**

Invoices for reimbursable time and expenses will be invoiced on a monthly basis in arrears with payments due NET 30 days from the date of each invoice.



#### **Contract Terms and Conditions**

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the original agreed terms and conditions of Siskiyou Power Authority Contract for Services (Engineering Consultant Services) dated August 6, 2024, and Hatch Proposal No. P-076977.

#### **Validity**

This offer remains valid for a period of 30 days from the date of this letter.

# **Acceptance of Offer**

County of Siskiyou accepts this proposal and requests Hatch to undertake the assignment as detailed above. This letter, the enclosed proposal including the Statement of Services and terms and conditions of the Siskiyou Power Authority Contract for Services (Engineering Consultant Services) dated August 6, 2024 and Hatch Proposal No. P-076977 and Hatch Schedule of Rates form the whole agreement between County of Siskiyou and Hatch notwithstanding anything to the contrary in any purchase orders issued for administrative convenience.

Signed on behalf of Hatch Associates	Signed on behalf of County of Siskiyou by:
Consultants, Inc. by:	ocess
Name:	Name:
Title:	Title:
Date:	Date:



# Attachment A - Schedule of Rates

# In Process



# Schedule of Rates Energy - USA

	<u>Per Hour</u>
Principals	330
Senior Consultants	330
Engineering, Project, and Construction Managers	300
Consultants	275
Specialists and Supervisors	250
Senior Engineers and Technologists	223
Engineers	195
Intermediate Engineers	175
Junior Engineers	156
Technologists	193
Senior Designers and Technicians	175
Designers and Technicians	156
Intermediate Designers and Technicians	137
Junior Designers and Technicians	110
Purchasing Agents and Senior Expediters	137
Technical Assistants	118
Buyers and Expediters	104
Administrative Specialists	112
Project Support Coordinators	101
Project Support Technicians	85
Students	60
Students  Currency: United States Dollars	60

#### **Time Charges:**

All time expended on the assignment, whether in our office, at the client's premises, in transit, or elsewhere, is chargeable, including the time of staff engaged in the preparation of documents such as reports and specifications.

#### **Systems Expense Recovery:**

Secure global cloud-based systems, encompassing platform charges, IT infrastructure, network connectivity, hardware, system licence fees, design and analysis tools are included in the above rates.

#### **Expenses and Disbursements:**

Travel, living expenses, personal protective equipment, site office costs for resident staff and project expenses will be charged at cost plus 5%. Project expenses include capital procured equipment, project delivery software (at individual daily rates) and other items not otherwise listed. Sub-consultant expenses will be charged at cost plus 10%.

Reimbursement for general expenses on assignments including telecommunications, reproductions, printing, office supplies and courier charges are included in the above rates.

#### **Invoicing and Payment:**

Fees and expenses are invoiced monthly and are due and payable within 30 days or other agreed duration. The above rates are exclusive of all taxes and other regulatory charges, which will be added to the invoice when applicable. Interest will be charged on any past due amounts at the lower of: (a) the highest permissible rate, or (b) 12% per annum, charged at 1% per month from the due date to the date of payment. Client usage of portals for submission of invoices with mandated supporting documents and details will result in a processing fee charge equivalent to 2% of the invoiced fee value.

#### **Industry Leading Technical & Project Management Specialists:**

Industry Leading Technical & Project Management Specialists are charged at specific individual rates.

**Overtime:** Overtime will be charged at 1.5 times the above rates.

**Terms and Conditions:** The above rates are based on Hatch standard terms and conditions.

**Scheduled Revision:** The next revision of this Schedule of Rates will be effective July 1st, 2025.