

# Staff Report

**TO:** Board of Directors

**FROM:** Keane Sommers, P.E., Director of Power Systems  
Dar Chen, P.E., G.E., Senior Engineer - Dam Safety  
Lacy Cannon, Assistant Engineer

**DATE:** September 14, 2022

**SUBJECT:** Award of Sole-Source Contract for FERC Supporting Technical Information Documents Updates (Project #2548)

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## ***HYDROELECTRIC***

### **RECOMMENDATION:**

Approve a sole-source agreement with McMillen LLC, dba McMillen Jacobs Associates in the amount of \$178,510 for updates to the Supporting Technical Information Documents (STIDs) to meet the requirements of the Federal Energy Regulatory Commission (FERC) and authorize the General Manager to execute the necessary documents.

### **BACKGROUND:**

On April 14, 2021, the Board of Directors awarded an agreement in the amount of \$349,160.00 to McMillen Jacobs Associates to complete the Part 12D 5-year Dam Safety Inspections of all FERC-jurisdiction Dams and Reservoirs, except Milton Diversion Dams.

The FERC Part 12D Independent Consultants' Dam Safety Inspections were performed in 2021 and the 11 inspection reports were submitted to FERC in February 2022. The reports recommend updates to all the Supporting Technical Information Documents (STIDs) and other dam safety tasks. A plan and schedule to address the Part 12D recommendations was submitted to FERC on April 29, 2022. In order to satisfy the IC's recommendations, the 11 STIDs need to be updated by December 31, 2023. In addition, the updates will also meet the new 2021 FERC STID standards.

An STID serves as a compendium of knowledge and information about a dam and the reservoir and is essential for the review and evaluation of the safety and performance of the dam by licensees, consultants, and the FERC. It covers construction history, operation procedures, geology and seismicity, hydrology and

hydraulics, dam stabilities and stresses, performance monitoring plan, potential failure mode analyses, etc.

Updates of the STIDs require comprehensive knowledge and background of the dams, reservoirs, and spillways. Through preparation for and participation in the Part 12D inspections in 2021, the McMillen Jacobs team has gained the required knowledge and background so that the STIDs can be updated efficiently. In addition, performance of the 2021 inspections by the team is satisfactory and the proposed costs to update the STIDs are reasonable.

This sole source award complies with the following District Procurement Policy Section:

3080.3.J.2 In order to match other products in use on a particular public improvement either completed or in the course of completion.

This item is in alignment with District Strategic Plan Goals 1 and 2 as updating the STIDs is part of the 18 CFR Part 12D process for licensed project dams and by doing so, the District is proactively maintaining compliance with the FERC license requirements.

**BUDGETARY IMPACT:**

Work under this contract will be conducted during both the 2022 and 2023 Fiscal Year. Staff estimates that approximately half of the work will be completed in 2022 with the remainder completed in 2023. The 2022 Consultant Fees budget includes sufficient funds for this cost. The Board will need to approve the 2023 budget in order to complete this work.

KSS  
MDC  
LC

Attachment: (1)

- Contract, Supporting Technical Information Document (STID) Updates



# NEVADA IRRIGATION DISTRICT

(Est. 1921)

## CONSULTING SERVICES AGREEMENT

### Supporting Technical Information Document (STID) Updates (50112-52603-2548)

This AGREEMENT, made and entered into on \_\_\_\_\_ by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **McMillen LLC, dba McMillen Jacobs Associates**, hereinafter referred to as the "CONSULTANT", whose address is 1471 Shoreline Drive, Suite 100, Boise, ID 83702. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

#### WITNESSETH

WHEREAS the DISTRICT requires consulting services relating to the Supporting Technical Information Document (STID) Updates (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing supporting technical information document updates as outlined in the scope of work for the Project; and

WHEREAS the CONSULTANT, on 8/15/2022, submitted to DISTRICT a proposal to provide such consulting services (the "Proposal"); and

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

WHEREAS the CONSULTANT will ensure that the personnel assigned to the Project will be duly licensed (if licensing is required) and will possess the necessary expertise, experience and qualifications to qualify as experts in the field.

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

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

**ARTICLE I - CONSULTANT'S SERVICES:** This CONSULTANT SERVICES AGREEMENT shall be effective upon the date of execution. No actual work shall be performed until a written TASK ORDER has been executed. This CONSULTANT SERVICES AGREEMENT shall terminate on December 31, 2022. All services performed under any TASK ORDER issued under the CONSULTANT SERVICES AGREEMENT shall be completed by the termination date. THE CONSULTANT SERVICES AGREEMENT can be amended by the District, if done so in writing, for an additional term, not to exceed three additional years. The CONSULTANT shall perform services requested by the DISTRICT as directed by a written TASK ORDER from the DISTRICT, an example of which is attached hereto as EXHIBIT A and incorporated herein by this reference. Each TASK ORDER shall outline the scope of services to be performed, state the time within which the work is

to be completed, delineate any special conditions, state the fee or the method of determining the fee, state the time of payment of the fee, and authorize the CONSULTANT to proceed, and be executed by an authorized representative of CONSULTANT. Subsequent TASK ORDERS may be executed after the date of this agreement as amendments. Once approved, executed, and upon written acceptance by CONSULTANT of TASK ORDERS from the DISTRICT said TASK ORDER shall constitute an authorization to CONSULTANT to proceed in accordance with its terms.

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

All work performed under this CONSULTANT SERVICES AGREEMENT shall not exceed the price of one hundred seventy-eight dollars five hundred and ten dollars and zero cents (\$178,510.00). All work performed on a time-and-material cost basis will be reimbursed in accordance with the compensation schedule set forth in EXHIBIT B attached hereto and incorporated herein by this reference. CONSULTANT will provide accurate time sheets and submit those time sheets with each pay request to the DISTRICT.

Compensation shown on EXHIBIT B will remain in effect until at least December 31, 2022. After that date, if a change in hourly charges occurs, the CONSULTANT will file with the DISTRICT the updated charges for DISTRICT approval. CONSULTANT shall provide not less than thirty (30) days advance notice of the effective date of such changes. Any changes to be applied to outstanding time and material TASK ORDERS shall not be effective unless approved by DISTRICT. The DISTRICT shall not unreasonably withhold or delay approval of reasonable changes. Changes in hourly charges shall not apply to fixed fee TASK ORDERS. Nothing in this Paragraph shall limit DISTRICT's rights to terminate this AGREEMENT without cause under ARTICLE V. Notwithstanding the foregoing, changes in the compensation schedule shown in EXHIBIT B will not be made more frequently than annually.

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

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

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

CONSULTANT shall not, in and of themselves, be considered factors outside the control of CONSULTANT.

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

All work accomplished prior to termination shall be the property of, and be given to, the DISTRICT. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of the applicable requirements of this AGREEMENT, including provision of all deliverables, whether draft or final, in electronic and paper form, required under the Agreement. Final payment can be withheld until all deliverables are provided.

ARTICLE VI - CONSULTANT'S RESPONSIBILITY AND STANDARD OF CARE: The CONSULTANT agrees that CONSULTANT's services shall be performed to the standard of an expert in the field for which CONSULTANT was retained. Notwithstanding the foregoing, the parties agree that estimated construction costs furnished by the CONSULTANT are estimates only, and the CONSULTANT is not retained to provide a guaranteed cost of construction and is not responsible for fluctuations in cost factors.

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

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

ARTICLE VIII - CONFIDENTIALITY: All deliverables, whether in electronic or other form, and other written and electronic work or related material provided by CONSULTANT that is required by the DISTRICT to interpret and fully use such deliverables shall be considered the unrestricted property of the DISTRICT. No deliverables or other material provided by CONSULTANT shall be considered confidential absent the prior approval of the General Manager. If either party discloses information that has been agreed to be kept confidential, and such information is clearly identified in writing as proprietary or confidential, the party receiving such information shall keep it in confidence and shall not furnish or otherwise disclose it to any third party during or after completion of the services. No information shall be designated as confidential, and neither party shall be obligated to maintain the confidentiality of such information, if:

- i. The information is independently developed by the receiving party without the utilization of the confidential or proprietary information;

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

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

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

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

In addition to and separate from its duty to indemnify, CONSULTANT shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONSULTANT to indemnify.

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

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

ARTICLE XI – INSURANCE: CONSULTANT shall procure and maintain the insurance coverage as set forth in EXHIBIT C, attached herewith, and CONSULTANT shall provide a Certificate of Insurance to DISTRICT within 14 days of execution of this Agreement, naming DISTRICT as Additional Insured, for the term of this Agreement.

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

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

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

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

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

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

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

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

A. To the CONSULTANT addressed to:

Marcus Emmons  
McMillen LLC, dba McMillen Jacobs  
Associates  
1471 Shoreline Drive, Suite 100  
Boise, ID 83702

B. To the DISTRICT addressed to:

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

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

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

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

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

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

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

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

**CONSULTANT:**

**DISTRICT:**

By \_\_\_\_\_  
Marcus Emmons, Director of Operations,  
VP  
McMillen LLC, dba McMillen Jacobs  
Associates

By \_\_\_\_\_  
Jennifer Hanson, General Manager  
Nevada Irrigation District

Date \_\_\_\_\_

Date \_\_\_\_\_

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



EXHIBIT A

**CONSULTING SERVICES**

**Supporting Technical Information Document (STID) Updates**

**TASK ORDER NO.** \_\_\_\_\_

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

SCOPE OF SERVICES:

TIME FOR COMPLETION:

SPECIAL CONDITIONS:

DELIVERABLES:

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

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

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

**CONSULTANT:**

**DISTRICT:**

By \_\_\_\_\_  
Representative, Title

By \_\_\_\_\_  
Manager, Title  
Nevada Irrigation District

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT B

**CONSULTING SERVICES**

**Supporting Technical Information Document (STID) Updates**

**COMPENSATION SCHEDULE**

<b>Personnel</b>	<b>Rate</b>
Rick Scott	\$235
Wayne Edwards	\$220
Sean Iams	\$120
Structural Engineer	\$195
Hydraulic/Hydrologic Engineer	\$200
Seismic Engineer	\$135
Administrative	\$95

EXHIBIT C

**INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

*Minimum Scope of Insurance*

Coverage shall be at least as broad as:

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

*Minimum Limits of Insurance*

Consultant shall maintain limits no less than:

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

*Deductibles and Self-Insured Retentions*

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

*Other Insurance Provisions*

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

## EXHIBIT C

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

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

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

### *Acceptability of Insurers*

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

### *Verification of Coverage*

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

### *Waiver of Subrogation*

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

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



NEVADA IRRIGATION DISTRICT  
(Est. 1921)

**CONSULTING SERVICES**

**Supporting Technical Information Document (STID) Updates**  
**(50112-52603-2548)**

**TASK ORDER NO. 1**

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

**SCOPE OF SERVICES:**

Task 1.0 Project Management

Rick Scott will serve as Project Manager. This task includes coordination of McMillen Jacobs staff, communications with NID, and invoicing set up and reporting. Invoicing shall be accompanied by a project progress report summarizing activities during the invoice period.

Task 2.0 STID Updates

Incorporate updates and revisions to the STID in accordance with the recommendations from the 2022 Part 12D reports. The STID update for each dam will be performed separately except when it is more efficient to address similar recommendations for several dams concurrently.

A final STID update will be provided to NID. However, NID will not provide review and comments until the STID has been converted to the revised format in Chapter 15 of the FERC Engineering Guidelines. No budget has been included for incorporating NID review comments for this task.

Task 3.0 STID Conversion to Revised Chapter 15 FERC Engineering Guidelines

Upon completion of the final STID update, the STID will then be revised to adhere to the revised format in Chapter 15 of the FERC Engineering Guidelines. This task is broken out separately from Task 3.0 to allow NID the ability to compare costs for each of these two tasks. NID will have the opportunity to review the revised STID prior to printing. McMillen Jacobs will incorporate any NID comments prior to printing hard copies.

Task 4.0 Printing and Mailing STID Reports

The final STID reports that conform to the revised format in Chapter 15 of the FERC Engineering Guidelines will be printed and assembled in a 3-ring binder. This will allow removal and replacement of individual sheets for future revisions and updates. Each sheet will have a footer with the date and revision number to help track when changes are made to the STID. Each report will include divider sheets with tabs separating each section and appendix.

Two copies of each report for a total of 24 reports will be printed and mailed to NID. Reports will be mailed as directed by NID.

**TIME FOR COMPLETION:**

December 31, 2023

**SPECIAL CONDITIONS:**

None

**DELIVERABLES:**

Task 1.0 Project Management

- Monthly invoices and progress reports (PDF format)

Task 2.0 STID Updates

- Final STID update (Microsoft Word format).

Task 3.0 STID conversion to Revised Chapter 15 FERC Engineering Guidelines

- Draft STID revised to Chapter 15 of the FERC Engineering Guidelines (Microsoft Word format).
- Final STID revised to Chapter 15 of the FERC Engineering Guidelines (Microsoft Word and PDF format).

Task 4.0 Printing and Mailing STID Reports

- Two STID Reports per dam bound in 3-ring binders.

**FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:**

Time and materials per attached Schedule of Billing Rates (Exhibit B) not to exceed amounts set forth in CONSULTANT’s proposal described under scope of services, in the amount of \$178,510.00.

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

**Approved for DISTRICT**

**Approved for CONSULTANT**

By \_\_\_\_\_  
Jennifer Hanson, General Manager  
NEVADA IRRIGATION DISTRICT

By \_\_\_\_\_  
Marcus Emmons, Director of Operations, VP  
McMillen LLC, dba McMillen Jacobs  
Associates

Date \_\_\_\_\_

Date \_\_\_\_\_