



MEMORANDUM

TO: SLDMWA Water Resources Committee and Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer

DATE: May 11, 2020

RE: Execution of Agreements and Expenditures Relating to B.F. Sisk Dam Raise Project; Ratification and Adoption of Single Source Justification and Ratification of and Authorization to Execute Professional Services Agreement and Current and Future Task Orders with Gray-Bowen-Scott for B.F. Sisk Dam Raise Project Support, related expenditures

BACKGROUND

The San Luis & Delta-Mendota Water Authority ("Water Authority") by Resolution No. 2019-451 authorized the execution of a contract with CDM Smith to prepare a Feasibility Report and Environmental Impact Statement/ Environmental Impact Report ("EIS/EIR") to evaluate alternatives to raise B.F. Sisk Dam and expand storage capacity in San Luis Reservoir to provide additional water supply storage benefits for Water Authority members ("Project"). The total cost of the CDM contract was \$2,416,601 spread over four (4) Fiscal Years based on the following schedule:

FY 20- \$ 410,000 (Approved)
FY 21- \$1,254,117 (Request)
FY 22- \$ 694,378
FY 23- \$ 58,106
Total - \$2,416,601

In addition, in November, 2019 the Board authorized the execution of a Contributed Funds Agreement (CFA) with the Bureau of Reclamation (Reclamation) and authorized an amount of \$50,000 to cover costs for Reclamation's participation in Project. In order to complete the Project, continued assistance from Reclamation is necessary in the current fiscal year (FY21). The estimated cost for the work required is shown below:

- NEPA Support/EIS Review and Section 7 Consultation/Biological Opinion- \$105,160
- Cultural Resources Compliance - \$77,500
- Design, [Cost] Estimating, and Construction (DEC) Review- \$96,402

Total - \$279,062

Lastly, the various alternatives being explored for the Project will impact Highway 152, which will require modification to the embankment along Highway 152 and issuance of a permit by the California Department of Transportation (Caltrans). Given that time is of the essence for completing review of the proposed Project, the Water Authority needed to expeditiously coordinate with Caltrans on proposed modifications to the embankment along Highway 152. The Water Authority team concluded that retaining a consultant with experience with the Caltrans project development process and with direct contacts to the Caltrans policy team was necessary to expedite coordination. Water Authority staff concluded, based on the facts summarized in Attachment 1 to the resolution pertaining to the Gray-Bowen-Scott agreement, that Gray-Bowen-Scott (GBS) was uniquely qualified to provide the required consulting services regarding obtaining a permit from Caltrans. Therefore, the Water Authority entered into a Professional Services Agreement on February 3, 2020 for \$10,000 with GBS utilizing funds from the FY20 Leg Ops budget to assess the Project needs and formulate an approach to work with Caltrans to timely obtain necessary permits. On March 2, 2020, the Authority executed a second task order for \$89,960, utilizing funds in FY 21 Leg Ops budget, to authorize additional professional services to implement the strategy developed during Phase 1 to navigate Caltrans Project Approval Environmental Documentation Phase for the proposed modification to Highway 152.

Because the 2009 Purchasing Policy, which was in effect on both February 3, and March 2, 2020, required a single source justification to be adopted by the Board under the circumstances described above, the adoption of the single source justification and the execution of the GBS agreement and task orders require ratification by the Board.

ISSUES FOR DECISION

1. Whether the Water Resources Committee should recommend, and the Board of Directors should authorize execution of the following agreements and expenditures relating to the B.F. Sisk Dam Raise Project:
 - a. Contributed Funds Agreement with U.S. Bureau of Reclamation, Expenditure of up to \$279,062 from FY21 Leg Ops Budget
 - b. Professional Services Agreement with CDM Smith, Expenditure of up to \$1,254,117 from FY20 and FY21 Leg Ops Budget
2. Whether the Water Resources Committee should recommend, and the Board of Directors should adopt, a Resolution Ratifying and Adopting Single Source Justification and Ratifying and Authorizing Execution of Professional Services Agreement and Current and Future Task Orders with Gray-Bowen-Scott for B.F. Sisk Dam Raise Project Support, and

expenditures of \$10,000 from FY20 Leg Ops Budget and up to \$89,960 from FY21 Leg Ops Budget.

OPTIONS AND RECOMMENDATION

We recommend the Water Resources Committee recommend and the Board of Directors take the actions relating to (1) execution and/or ratification of agreements with the U.S. Bureau of Reclamation, CDM Smith, and Gray-Bowen Scott (including adoption of single source justification), and (2) the associated expenditures of (a) \$1,500,000 (\$279,062, \$1,130,978, and \$89,960, respectively) from the FY21 Leg Ops Budget and (b) \$133,139 (\$123,139 for CDM, \$10,000 for GBS) the FY20 Leg Ops Budget.

ANALYSIS

A total request for approval of funds from the remaining funds available from FY 20 and FY 21 Leg Ops budget for the agreements with CDM Smith, Reclamation and GBS is outlined on the attached B.F. Sisk –Funding worksheet. As FY 20 is not yet closed, there is the opportunity to expend the FY 20 Leg Ops water storage studies remaining funds of \$123,139 with the \$1.5M in FY21 Leg Ops water storage studies to fund the total need of \$1,623,139.

IMPLICATIONS

Approval of the \$1,623,139 will exhaust the FY 20 and FY 21 Leg Ops budget for water storage studies.

BUDGET

The required funds are included in the FY 20 and FY 21 Leg Ops budget for water storage studies.

San Luis & Delta-Mendota Water Authority
WRC 5/11/20 & BOD 5/14/20

B.F. Sisk - Funding / Commitments FY19

		A	B	C (C=A-B)	
	Water Storage Studies B. F. Sisk	BOD Approved Funding	Commitments	Amount Remaining/ Uncommitted	Notes
		\$25,000	\$25,000	\$0	
1	BOR – Sisk CFA		\$25,000		Paid 2/27/19

B.F. Sisk - Funding / Commitments FY20

		A	B	C (C=A-B)	
	Water Storage Studies B. F. Sisk	BOD Approved Funding	Commitments	Amount Remaining/ Uncommitted	Notes
		\$620,000	\$496,861	\$123,139	
2	BOR – Sisk CFA		\$50,000		BOD approved 11/7/19; Paid 2/13/20
3	CDM – Sisk PM		\$410,000		Services thru 4/25/20
4	MBK – Sisk Modeling		\$26,861		2 Task Orders committed
5	Gray, Bowen, Scott Consulting- Sisk-CalTrans		\$10,000		1 of 2 Task Orders committed

Direct Funding / Water Storage Studies FY21

		A	B	C (C=A-B)	
	Direct Funding / Water Storage Studies	BOD Approved Funding	Proposed Commitments	Amount Remaining/ Uncommitted	Notes
		\$1,500,000	\$1,623,139	(\$123,139)	
6	BOR – Sisk CFA		\$279,062		
7	CDM – Sisk PM		\$1,254,117		Original total scope of work for CDM is \$2.4Mil
8	Gray, Bowen, Scott Consulting- Sisk-CalTrans		\$89,960		2 of 2 Task Orders committed

FY19 To FY21 Amount Remaining	\$0	
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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2020-__

**RESOLUTION RATIFYING AND ADOPTING SINGLE SOURCE JUSTIFICATION
AND RATIFYING AND AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT AND CURRENT AND FUTURE TASK ORDERS WITH
GRAY-BOWEN-SCOTT FOR B.F. SISK DAM RAISE PROJECT SUPPORT**

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) retained CDM Smith to prepare a Feasibility Report and Environmental Impact Statement/ Environmental Impact Report (“EIS/EIR”) to evaluate alternatives to raise B.F. Sisk Dam and expand storage capacity in San Luis Reservoir to provide additional water supply storage benefits for Water Authority members (“Project”);

WHEREAS, various alternatives CDM Smith is exploring would impact Highway 152, requiring modifications to the embankment along Highway 152 and issuance of a permit by the California Department of Transportation (“Caltrans”);

WHEREAS, given that time is of the essence for completing review of the proposed Project and in light of potential impacts of the Project on Highway 152, the Water Authority needs to expeditiously coordinate with Caltrans on proposed modifications to the embankment along Highway 152;

WHEREAS, the Water Authority team concluded that retaining a consultant with experience with the Caltrans development process and with direct contacts to the Caltrans policy team was necessary to expedite coordination;

WHEREAS, after investigating potential consultants, Water Authority staff concluded, based on facts as summarized in Attachment 1, that GRAY-BOWEN-SCOTT is uniquely qualified to provide the required consulting services regarding obtaining a permit from Caltrans because 1) they are a recognized leader in transportation consulting services, 2) they are experienced in successfully obtaining Caltrans permits for highway projects needed on an expedited timeline, and 3) they have a strong and close working relationships with Caltrans, as well as the California Transportation Commission, and the Federal Highway Administration;

WHEREAS, Water Authority staff concluded that GRAY-BOWEN-SCOTT possesses the knowledge and experience, and has demonstrated competence in professional services, to assist in coordinating with Caltrans and to provide the information needed to enable the approval and permits for the Highway 152 embankment modification associated with the proposed Project;

WHEREAS, given the urgency of the need to support the CDM Smith contract analysis, the Water Authority Executive Director executed a Professional Services Agreement (Attachment 2) and the Water Authority Chief Operating Officer executed the first Task Order (Attachment 3) with GRAY-BOWEN-SCOTT on February 3, 2020 for ten thousand dollars (\$10,000.00), utilizing funds in the FY20 Leg Ops budget, for Project professional services, to assess the Project needs and formulate an approach to work with Caltrans to timely obtain necessary permits;

WHEREAS, on March 2, 2020, the Water Authority Chief Operating Officer executed a second Task Order (Attachment 4) for eighty-nine thousand nine hundred and sixty dollars (\$89,960), utilizing funds in the FY21 Leg Ops budget, to authorize additional professional services to implement the strategy developed during Phase I to navigate CalTrans’ Project

Approval Environmental Document phase for proposed modifications to Highway 152;

WHEREAS, Article III of Resolution 2009-317 (“Resolution”), which was in effect on both February 3 and March 2, 2020, requires that a single source justification be adopted by the Board of Directors of the Water Authority (the “Board”) when a contract is awarded to a single contractor under circumstances that otherwise require competitive bidding;

WHEREAS, Water Authority staff concluded that GRAY-BOWEN-SCOTT meets the standards in the Resolution for a single source, based on its unique qualifications, as set forth above and in Attachment 1, and has demonstrated the qualifications and competence for the Professional Services required; and

WHEREAS, Water Authority staff desires and recommends that the Board ratify and adopt the conclusion that GRAY-BOWEN-SCOTT is a single source contractor for its services based on its unique qualifications for the Project and ratify and authorize execution of a Professional Services Agreement and task orders for the professional services for the proposed Project in the form attached as Attachments 2 through 4 hereto.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the Recitals above are true and correct, and the Board so finds and determines.

Section 2. Based on the above Recitals and the facts as stated in Attachment 1, the Board hereby ratifies the single source justification for selecting GRAY-BOWEN-SCOTT and finds that GRAY-BOWEN-SCOTT is uniquely qualified for the Agreement and task orders in question because:

- (a) GRAY-BOWEN-SCOTT is a recognized leader in transportation consulting services,
- (b) GRAY-BOWEN-SCOTT is experienced in successfully obtaining Caltrans permits for highway projects needed on an expedited timeline, and
- (c) GRAY-BOWEN-SCOTT has a strong and close working relationships with Caltrans, the California Transportation Commission, and the Federal Highway Administration

Section 3. The Board further ratifies the award and execution of the Professional Services Agreement and two task orders with GRAY-BOWEN-SCOTT attached as Attachments 2 through 4, and the related expenditures of \$10,000 from the FY20 Leg Ops budget and \$89,960 from the FY21 Leg Ops budget.

Section 4. The Executive Director, for and on behalf of the Water Authority, is hereby authorized and directed to take such other actions, including entering into additional and amendatory agreements with GRAY-BOWEN-SCOTT, as may be required or authorized by this Board.

PASSED, APPROVED AND ADOPTED this 14th day of May, 2020, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2020-____ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 14th day of May, 2020.

Federico Barajas, Secretary

ATTACHMENT 1

Sisk Dam Raise Feasibility Report-Environmental Impact Report/Environmental Impact Study (EIR/EIS)-State Route 152 Modifications/Caltrans Coordination Professional Services Single Source Justification

ACTION REQUESTED:

The San Luis & Delta–Mendota Water Authority’s (Water Authority) policy governing Purchases of Supplies, Equipment and Services (Resolution No. 2009-317) in effect until April 2020 required a written justification for each single-source award to be submitted to and adopted by a majority vote of the Water Authority Board of Directors. Article III of Resolution 2009-317 sets forth four bases for sole source contracting. They are:

1. Unsolicited Proposal
2. Continuation
3. Legislative Intent
4. Unique Qualifications

Staff is submitting this written justification and is seeking ratification of a Single Source justification based on unique qualifications and award of a professional services contract effective February 3, 2020 and task orders thereunder (effective February 3 and March 2, 2020) to Gray–Bowen-Scott (GBS). The Agreement is for Professional Services for coordination with the California Department of Transportation (Caltrans) for approval and permitting of State Route 152 modifications related to the preparation of a Feasibility Study and Environmental Impact Report/Environmental Impact Study (EIR/EIS) for the Sisk Dam Raise Project (Project).

BACKGROUND:

The Water Authority entered into a Professional Services Agreement with CDM Smith for the preparation of the Feasibility Study and Environmental Impact Report/Environmental Impact Study (EIR/EIS) for the Project. Alternatives being considered by CDM Smith involved the need to modify the embankment of Highway 152, which modification would require the approval of Caltrans to implement. Given the extremely aggressive timeline for the Project and the impacts of the Project on Highway 152, the CDM Smith team recommended that the Water Authority expeditiously coordinate with Caltrans on proposed modifications to the embankment along Highway 152 and issuance of a permit.

Caltrans is a complicated State agency involving complex and sometimes unclear project development processes that can substantially delay approvals for applicants unfamiliar with the processes, units, and personnel involved. With an accelerated completion schedule for the Feasibility Study and EIS/EIR, an expedient and effective coordination process throughout several organizational units within Caltrans was necessary. In late January 2020, while preparing to schedule meetings with Caltrans, Water Authority staff immediately recognized that retaining a consultant with experience with the Caltrans development process and with direct contacts with Caltrans policy team was necessary to expedite the approval process.

NEED FOR THIS CONTRACT:

A contract with a qualified consultant is needed to complete the coordination/approval and permitting process with Caltrans in order to complete the accelerated Feasibility Study and EIS/EIR document as necessary step for the Water Authority to pursue the Project.

GBS QUALIFICATIONS:

GBS provides a unique blend of transportation consulting and strategic project delivery services to a variety of public and private clients. Their understanding of the Caltrans project development process along with their experience of highway project development and delivery allows them to assist CDM Smith and the Authority with the challenges associated with coordination and approval for the State Highway 152 modification necessary for the Project. Their experience with the Caltrans project development process is widely recognized and they are frequently asked to assist with projects that require interfacing with permits from Caltrans.

The principals of and many of the staff at GBS are former Caltrans staff with the inside knowledge of project development/approval process. Their office has strong working relationships with Caltrans, as well as the California Transportation Commission (CTC), and the Federal Highway Administration (FHWA). They have had considerable success with expediting the delivery of projects in partnership with local agencies.

CONCLUSION AND RECOMMENDATION:

GBS has the knowledge and experience and have demonstrated competence in professional services to assist in the coordination with Caltrans to complete the approval and permits necessary for the State Route 152 embankment modification necessary for the Project.

The recommendation is that the Board ratify and make the finding that Gray-Bowen-Scott is the single source qualified vendor for the Project services in question, and approve the Single Source agreement for professional services awarded to Gray-Bowen-Scott on February 3, 2020, as well as Task Orders executed under that Agreement on February 3 and March 2, 2020.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into effective February 3, 2020 between the San Luis & Delta-Mendota Water Authority, hereinafter referred to as "SLDMWA" and Gray-Bowen-Scott, hereinafter referred to as "Consultant" for professional services as set forth herein.

Task Order Contract: ☒ Yes ☐ No

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – General Terms and Conditions for Professional Services
- Exhibit C – Fees, Hourly Rates and Reimbursable Costs/Expenses
- Exhibit D – Task Order Format, applicable to Task Order Contracts

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A as may be amended or augmented from time to time, and in accordance with this Agreement, any Task Orders applicable to the Agreement, and the General Terms and Conditions for Professional Services set forth in Exhibit B, and for the compensation set forth in Exhibits C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Any change in the Scope of the Services, budget or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by SLDMWA.

2. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the date indicated and shall continue until the earlier of the completion of all required services or five (5) years from the effective date of the Agreement.

3. PARTY REPRESENTATIVES AND NOTICES

Each party's designated representative for administration of this Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>Consultant</u>	<u>SLDMWA</u>
Leo S. Scott Gray-Bowen-Scott 1211 Newell Avenue, Suite 200 Walnut Creek, CA 94596 leo@graybowenscott.com 925-937-0980 x209	Pablo Arroyave San Luis & Delta-Mendota Water Authority 15990 Kelso Road Byron, CA 94514-9614 pablo.arroyave@sldmwa.org 209-832-6230

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Consultant is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of this Agreement.

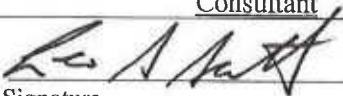

<u>Consultant</u>	<u>San Luis & Delta-Mendota Water Authority</u>
By:  Signature _____ ____ President _____ Title _____ ____ Leo S. Scott _____ Print Name	By:  _____ Federico Barajas Executive Director San Luis & Delta-Mendota Water Authority

EXHIBIT A - SCOPE OF SERVICES

Phase I

Consultant will serve as an on-call resource to Client with project matters that involve Caltrans or approvals/permits needed from Caltrans. Tasks in this phase include, but are not limited to, the following:

- Review available project information and coordinate with you and your project team to gain an understanding of the project scope, schedule, funding, and delivery goals.
- Conduct a briefing meeting with you and your team on the project scope, schedule and proposed improvements, basic design features, and advising the team on Caltrans' likely perspective of the proposed improvements. Prior to the meeting we will submit a list of questions and information needs tailored to Caltrans' likely areas of interest to facilitate the briefing meeting and 'kick-off' meeting.
- Attend the project 'kick-off' meeting with Caltrans District 10.
- Conduct a de-briefing meeting with you and your team to outline a recommended strategy and approach for Caltrans project development reviews and approvals and provide recommendations to resolve any concerns or issues raised by Caltrans at the 'kick-off' meeting.

Phase II

To be determined based on findings and conclusions of Phase I. Scope could include supporting your team in the project development approach and Caltrans reviews; review of project plans and studies; anticipating issues that Caltrans is likely to raise over project features of proposed improvements and advise team on solutions to addressing such issues; assist the team in structuring and scheduling meetings with Caltrans to gain consensus on project features, elevating issues to appropriate decision makers within Caltrans to resolve issues impeding project delivery; assist and support Caltrans staff to expedite the permit process; supporting Client's team in the development of submittals to Caltrans; and facilitating Caltrans' reviews and decision making process.

EXHIBIT B
GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SCOPE OF SERVICES OF CONSULTANT

A. Services: Consultant's Services consist of the Scope of Services described in **Exhibit A** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations.

B. Changes/Amendments: Consultant's Services may be changed or amended only by written amendment executed by SLDMWA and Consultant. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between SLDMWA and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it will perform its Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services.

E. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of SLDMWA.

F. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between SLDMWA and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to SLDMWA for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

Note: See Article 18 for additional terms applicable to Task Order Contracts.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement.

B. Any delays in or failure of performance by either party under this Agreement (except payment of compensation under Article 6) shall not constitute default hereunder and neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from force majeure which shall be defined to be causes or occurrences beyond the control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, unavailability of labor or materials and operating equipment, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage; provided, however, that the party whose performance is delayed shall have given notice and full description of the cause of the delay in writing to the other party as soon as possible after the occurrence of the cause relied on by it.

ARTICLE 3. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the Project. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services on the Project, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the Project. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and SLDMWA. Consultant agrees to advise SLDMWA of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 4. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of SLDMWA. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of SLDMWA.

ARTICLE 5. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, during the performance of this Agreement, Consultant and its sub-Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-Consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its sub-Consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE 6. COMPENSATION; TAXES

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and SLDMWA agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between SLDMWA and Consultant.

B. Reimbursable Consultant Costs/Expenses: SLDMWA recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are included in **Exhibit C**. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been

verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to SLDMWA, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**. If applicable, Consultant's invoice also shall include reimbursable costs/expenses incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (*e.g.* receipts, invoices).

D. Payment: Invoices received and subsequently approved by SLDMWA shall be paid not more than thirty (30) days after delivery of an approved invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant.

F. Taxes: Any and all taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SLDMWA.

ARTICLE 7. SLDMWA'S OBLIGATIONS

SLDMWA shall cooperate with Consultant to facilitate the conduct of Consultant's performance of its services under this Agreement, including for purposes of the exchange of information and consultation, as well as to provide access as required to any SLDMWA facilities that are the subject of the services. Consultant's primary source of contact with the SLDMWA shall be the contact designated in the Agreement.

ARTICLE 8. CONFIDENTIAL INFORMATION

A. Confidential Information shall be (a) any and all information provided by SLDMWA (the "Disclosing Party") to Consultant (the "Receiving Party") that is labeled and/or marked confidential, and if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as "confidential", "trade secret", or "proprietary", and (b) information that is not labeled as "confidential", "trade secret", or "proprietary" but after which SLDMWA notifies Consultant as being "confidential", "trade secret", or "proprietary", SLDMWA shall retain all ownership rights over its Confidential Information.

B. The Confidential Information will be kept confidential, and will not, without SLDMWA's prior written consent, be disclosed by Consultant, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Consultant, other than in connection with providing services under this Agreement.

C. Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a Member customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

D. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under this Agreement, and after such time, the Confidential Information will be returned to SLDMWA (or at SLDMWA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A) Level VII, on forms acceptable to SLDMWA, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than two million dollars (\$2,000,000) for each occurrence, an annual aggregate of four million dollars (\$4,000,000), and a products/completed operations aggregate of four million dollars (\$4,000,000).
4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Consultant in the performance of its services under this Agreement with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide SLDMWA proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms:

1. All general liability policies shall name SLDMWA as an additional insured, include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by SLDMWA or its Members.
2. The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance and workers' compensation; any claims-made insurance policies; any self-insured retention or deductible amount

greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SLDMWA; any endorsement limiting coverage available to SLDMWA that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to SLDMWA for SLDMWA's own negligence; (ii) limits the duty to defend SLDMWA under the policy; (iii) provides coverage to SLDMWA only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SLDMWA's rights under this Agreement.

3. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by SLDMWA, to SLDMWA within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation of coverage without thirty (30) days' prior written notice to SLDMWA. There shall be no reduction or material modification of coverage of insurance required by the Agreement without the written consent of SLDMWA. Consultant shall provide SLDMWA with a new or renewed certificate of insurance upon any material changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with this Agreement.
4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Consultant for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

ARTICLE 10. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless SLDMWA, its officers, directors, agents, representatives and employees (collectively "SLDMWA"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Consultant's duty shall include the duty to defend the indemnitees for claims other than professional liability, as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to SLDMWA for this defense obligation. Consultant shall not be obligated under the Agreement to indemnify SLDMWA to the extent that the damage is caused by the active or sole negligence or willful misconduct of SLDMWA or its agent or servants other than Consultant. Consistent with Civil Code 2782.8, as respects professional liability claims, there shall be no upfront duty to defend SLDMWA in which case defense costs and expenses shall be reimbursed but only to the extent caused by the Consultant's negligence as determined by a court of competent jurisdiction.

B. SLDMWA shall defend, indemnify, and hold harmless Consultant, its officers, directors, agents, representatives and employees (collectively "Consultant") from and against any and all claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by SLDMWA or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement other than Consultant. SLDMWA's duty shall include the duty to

defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and SLDMWA shall employ counsel reasonably acceptable to Consultant for this defense obligation. SLDMWA shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agent or servants other than SLDMWA.

C. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by SLDMWA and Consultant, the amount of such claim for which SLDMWA or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct or breach of any provision of this Agreement bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement at issue.

D. Consultant and SLDMWA each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

E. The acceptance by SLDMWA or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive SLDMWA of any action, right or remedy otherwise available by law.

F. In no event shall Consultant or SLDMWA be responsible to the other for any form of consequential damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon.

ARTICLE 11. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold SLDMWA free and harmless from and against, any loss, cost and expense that SLDMWA incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others..

ARTICLE 12. LIMITATION OF LIABILITY

In no event will Consultant be liable to SLDMWA for an incidental, indirect, special, consequential or punitive damages or lost profits of SLDMWA. The aggregate total liability of Consultant arising from or related to SLDMWA's engagement of Consultant shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by SLDMWA to Consultant for its services under this Agreement.

ARTICLE 13. USE AND OWNERSHIP OF WORK PRODUCT

As used in this Agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedure, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the services provided under this Agreement. SLDMWA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

ARTICLE 14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon 30 days' written notice, with or without cause, upon written notification to the other party. Following such termination, SLDMWA shall pay Consultant all unpaid sums due for services performed under this Agreement to the date of termination, plus reasonable expenses for

winding down the services. Following such payment, SLDMWA shall have the right to immediate possession of all documents, files (including electronic files), and other Work Product. No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services and its indemnity obligations. All of such responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 15. RECORDS AND AUDIT

SLDMWA or SLDMWA's authorized representative shall have access, upon reasonable notice and during normal business hours during the term of the Agreement and for a period of two (2) years thereafter, to Consultant's books and records and all other documentation pertaining to Consultant's services under this Agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose. Such access includes the right to make excerpts, transcriptions and photocopies at SLDMWA's expense.

ARTICLE 16. DISPUTE RESOLUTION

Consultant and SLDMWA shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to (1) the completion of mediation proceedings, and (2) prior to completion of Consultant's services under this Agreement.

ARTICLE 17. ADDITIONAL PROVISIONS

A. Successors and Assigns: SLDMWA and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of SLDMWA, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of SLDMWA.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and all other provisions of this Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between SLDMWA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No changes, amendments, alterations or modifications to this Agreement will be effective unless in writing and executed in the same manner as the Agreement.

E. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

F. Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

ARTICLE 18. ADDITIONAL PROVISIONS FOR TASK ORDER CONTRACTS

In addition to all of the foregoing provisions, the following apply when this Agreement is designated as a "Task Order Contract".

A. Where this Agreement is indicated to be a Task Order Contract, the Agreement will consist of the individual projects defined by Task Orders entered into by the Parties during the term of and pursuant to this Agreement. Each Task Order will be numbered sequentially and will be similar in format to **Exhibit D**, entitled "Task Order Format," attached hereto and incorporated herein by this reference. Each Task Order will specifically define the scope of work for each specific project on which SLDMWA desires to retain Consultant's services. Each Task Order will also specify (1) the date on which the work covered by the Task Order is to begin; (2) the date on which the work covered by the Task Order is to be completed; (3) the estimated charges that SLDMWA can expect to pay to Consultant for Consultant's services pursuant to such Task Order; and (4) the names of the persons who will be SLDMWA's and Consultant's respective principal representatives for the management and performance of the specific services covered by said Task Order.

B. The specific services covered by each separate Task Order will be undertaken by Consultant only upon receipt of a Task Order signed by an authorized representative of SLDMWA and accepted by an authorized representative of Consultant.

C. Consultant will commence performing the services specified by each Task Order on the commencement date specified in the Task Order, and will complete such services within the time and monetary limitations specified in the Task Order. If Consultant, in the course of performing its services under any given Task Order, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified in the Task Order, it will promptly so notify SLDMWA of such determination. Within fourteen (14) days of said notification, SLDMWA will inform Consultant as to how SLDMWA chooses to proceed.

D. All invoices for services shall identify the Task Order number.

E. SLDMWA will have the right to terminate Consultant's services under any specific Task Order at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by the Task Order and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating; provided that such work is authorized in advance by SLDMWA's representatives under such Task Order. SLDMWA also will reimburse Consultant for all expenses incurred by Consultant in satisfying commitments for materials, equipment and services for use in the terminated work which were made by Consultant prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Consultant, however, will use its best efforts to minimize such costs. This paragraph provides the full and exclusive compensation to Consultant in the event of a terminated Task Order or termination of a Task Order Contract.

F. The limitation of liability in Article 11 is modified such that, if the conduct by Consultant giving rise to the loss occurs under one or more Task Orders, the aggregate total liability of Consultant arising from or related to SLDMWA's engagement of Consultant shall not exceed the recoveries from insurance provided or, if

none, an amount equivalent to the fee paid by SLDMWA to Consultant for its services under the applicable Task Orders.

EXHIBIT C
FEES, HOURLY RATES AND REIMBURSABLE COSTS/EXPENSES



FEE SCHEDULE Effective January 1, 2020

Staff		Billing Rate	Billing Rate Range	
			Low	High
Industry Advisor			\$ 420.00	\$ 550.00
<i>Bill</i>	<i>Gray</i>	\$ 500.00		
Senior Project/Program Manager			\$ 320.00	\$ 420.00
<i>Terry</i>	<i>Bowen</i>	\$ 365.00		
<i>Leo</i>	<i>Scott</i>	\$ 365.00		
<i>Carl</i>	<i>Haack</i>	\$ 365.00		
Project/Program Manager			\$ 230.00	\$ 320.00
<i>Keith</i>	<i>Robinson</i>	\$ 290.00		
<i>Matt</i>	<i>Todd</i>	\$ 290.00		
<i>Roni</i>	<i>Hattrup</i>	\$ 290.00		
<i>Brian</i>	<i>Stewart</i>	\$ 270.00		
<i>Chris</i>	<i>Doerksen</i>	\$ 240.00		
<i>Erin</i>	<i>Heltne</i>	\$ 240.00		
<i>Aron</i>	<i>Zerezghi</i>	\$ 240.00		
Assistant Project/Program Manager			\$ 160.00	\$ 230.00
<i>Karen</i>	<i>Boggs</i>	\$ 185.00		
Project Specialist			\$ 210.00	\$ 280.00
Project Analyst			\$ 130.00	\$ 220.00
<i>Margaret</i>	<i>Strubel</i>	\$ 155.00		
<i>Mary</i>	<i>Grinbergs</i>	\$ 130.00		
Project Administrator / Billing Specialist			\$ 100.00	\$ 140.00
<i>Tiffany</i>	<i>Gephart</i>	\$ 105.00		
<i>Debby</i>	<i>Chernila</i>	\$ 105.00		
Administrative Assistant			\$ 60.00	\$ 100.00
Intern			\$ 30.00	\$ 60.00

Rates subject to change on January 1, 2021. Expenses (mileage, parking, tolls, printing, travel, conference calls, postage, express mail, delivery, authorized entertainment, etc.) will be billed at cost. Mileage will be billed at the standard IRS rate.

Gray-Bowen-Scott reserves the right, in its discretion, to sub-contract portions of its projects to other qualified professionals. All costs and fees for any sub-contracted services will be billed at cost plus 10%.

EXHIBIT D – TASK ORDER FORMAT

In accordance with the _____, 20__ Contract Between
San Luis & Delta-Mendota Water Authority ("SLDMWA")
 and
 _____ ("Consultant")
 for [define] Services

This Task Order, issued in accordance with the above-referenced Contract ("Agreement"), authorizes and directs Provider to perform the following Services, as further defined in the Agreement:

Task Order No:	XX		
Provide [define] Services for:			
Authorized Reimbursable Expenses: [list]			
Project Location:			
Maximum Authorized Budget:	\$		
Start Date:			
Completion Date:			
SLDMWA's Project Contact:	[Name]	[Email Address]	[Phone No.]
Consultant's Project Contact:	[Name]	[Email Address]	[Phone No.]
Additional specific terms:			

Accepted by: _____

San Luis & Delta-Mendota Water Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TASK ORDER FORMAT

**In accordance with the February 3, 2020 Contract Between
San Luis & Delta-Mendota Water Authority ("SLDMWA")**

and

Gray-Bowen-Scott ("Consultant")

for Sisk Dam Raise Project Professional Services

This Task Order, issued in accordance with the above-referenced Contract ("Agreement"), authorizes and directs Provider to perform the following Services, as further defined in the Agreement:

Task Order No:	01		
Provide Consultant Services: As described in Exhibit A – Scope of Services, Phase 1			
Authorized Reimbursable Expenses:			
Project Location:			
Maximum Authorized Budget:	Up to \$10,000, based on time and material		
Start Date:	February 3, 2020		
Completion Date:	Through May, 2020		
SLDMWA's Project Contact:	Pablo Arroyave	pablo.arroyave@sldmwa.org	(209) 832-6230
Consultant's Project Contact:	[Name]	[Email Address]	[Phone No.]
Additional specific terms:			

Accepted by: _____

By: _____

Title: _____

Date: _____

San Luis & Delta-Mendota Water Authority

By: Pablo R. Arroyave

Title: Chief Operating Officer

Date: February 3, 2020

EXHIBIT D TASK ORDER FORMAT

Sisk Dam Raise Caltrans Coordination Detailed Scope of Work

TASK 2 – Phase 2

As described in attached proposal and Scope of Work for Phase 2

Basis for Payment: Time and material

Budget Maximum: Up to \$89,960


Estimate of Time Schedule: Through December, 2020

SLDMWA Project Lead: Pablo Arroyave pablo.arroyave@sldmwa.org

Consultant Project Lead: Carl Haack carl@graybowenscott.com

Special Instructions:

Accepted:

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Pablo Arroyave Chief Operating Office San Luis & Delta-Mendota Water Authority	By:  Teresa K.Q. Bowen Senior Vice President Gray.Bowen.Scott
Date: _____	Date: <u>3.11.2020</u>



SAN LUIS & DELTA MENDOTA WATER AUTHORITY

BF SISK DAM RAISE / SR 152

SCOPE OF WORK

PROJECT APPROVAL ENVIRONMENTAL DOCUMENT (PAED) PHASE

Based on the outcome of Phase I, Consultant will support Client in navigating Caltrans' Project Approval Environmental Document (PAED) phase leading to the approval of Client's proposed modifications to SR 152. Consultant's role includes, but is not limited to, advising on project delivery issues; preparation of reports for Caltrans' approval; team and agency facilitation and communication with Caltrans; and supporting Client's Project Manager.

1. Caltrans Coordination, Processing, and Approvals.

Under this task, Consultant will support Client in securing Caltrans' approval of proposed modifications to SR 152 and authorization from Caltrans to proceed to right of way, design and construction phases.

Included, but not limited to, with this task are:

- Act as Client's authorized agent with Caltrans.
- Support the development and approval of a Project Report (PR). The attached matrix outlines roles between Client's Designer and Consultant for the development of the PR. In developing the PR, Consultant shall:
 - If appropriate, coordinate informal report reviews with Caltrans to minimize submittal iterations.
 - Collaborate with and support Client's Designer to anticipate issues that Caltrans is likely to raise over project features of proposed improvements, be a resource to the Designer regarding interpretation and application of the State Highway Design Manual and Projects Development Procedures Manual.
 - QAQC submittals to Caltrans.
 - Assist in development of responses to Caltrans review comments with technical support from the Client's design consultant.
- Facilitate development and execution of co-op agreement(s) for PAED and subsequent project development phases
- Facilitate consensus on long term maintenance responsibilities.
- If Caltrans encroachment permits are needed for environmental or engineering surveys, facilitate permit applications (Parent Permit to Client and Double Permit to Client's contractor performing the work) and issuance of permits by Caltrans.

- Consultant shall evaluate the project schedule prepared by others, validate assumptions, advise on schedule updates, and monitor the project schedule to ensure adherence to the schedule. Consultant shall identify potential risk issues and recommend course of action to manage risk items.

2. Caltrans Project Development Team or Focused Technical Meetings

Consultant shall work with Caltrans to structure and schedule Caltrans Project Development Team (PDT) meetings. This includes team calls in advance of PDT or focused meetings, preparing agendas, working with Caltrans and others to ensure the appropriate Caltrans functional units will participate in meetings and are prepared to render project decisions. Documentation of the meetings will be prepared and distributed. Consultant will advise Client on issues and define a strategy for addressing project delivery issues.

If needed, Consultant shall structure meetings between Caltrans (District, Region and Headquarters) Executive Management and Client to facilitate joint decisions on key issues affecting the project.

Budget Assumptions:

- Project Report ready for Caltrans signature approval during December 2020.
- Design of the roadway does not require exceptions from the State's Highway Design Manual and Caltrans will not require preparation and approval of a Design Standard Decision Document for existing non-standard features.
- Table (attached) showing lead and support roles for development of the Project Report.

BF SISK DAM RAISE - SR 152 PROJECT REPORT

Below is an initial estimate of roles / responsibilities for the development of the Project Report in accordance with the Appendix K of the PDPM based on the current understanding of the SR 152 project features

Additional considerations and assumptions include:

A Draft Project Report (DPR) will not be required

Sections identified as N/A require coordination and agreement with Caltrans

A life-cycle cost analysis is assumed but should be confirmed with Caltrans

The following does not represent work flow / tasks which will need to occur as part of the development of the Project Report (engineering studies, etc.)

Key Considerations in the Project Report are anticipated to be:

Nonstandard design features. Note a report detailing the existing and proposed features will be required for approval by Caltrans

Traffic Handling for the travelling public and construction vehicles

Stage Construction

Section	Title	CDM Smith	GBS	Caltrans	Notes
	Cover Sheet	L	S		Reference PDPM Appendix K
	Vicinity Map	L	S		
1	INTRODUCTION				
	Project Description	L	S		
	Project Table	S	L		
2	RECOMMENDATION	L	S		Standard statement per Caltrans guidance
3	BACKGROUND	L	S		
4	PURPOSE AND NEED				
4A	PROBLEM, DEFICIENCIES, JUSTIFICATION	L	S		
4B	REGIONAL AND SYSTEM PLANNING	S	L	S	
	Identify Systems		L	S	
	State Planning		L	S	
	Regional Planning		L	S	
	Local Planning		L	S	
	Transit Operator Planning				N/A
4C	TRAFFIC				
	Current and Forecasted Traffic				
	Collision Analysis		L	S	
5	ALTERNATIVES				
5A	VIABLE ALTERNATIVES				
	Proposed Engineering Features	L	S		
	Nonstandard Design Features	L	S		
	High-Occupancy Vehicle (Bus and Carpool) Lanes				N/A - may need to include standard statement if CT requires
	Ramp Metering				N/A - may need to include standard statement if CT requires
	CHP Enforcement Areas				N/A - may need to include standard statement if CT requires
	Park-and-Ride Facilities				N/A - may need to include standard statement if CT requires
	Utility and Other Owner Involvement	L	S		Need to investigate existing utilities in and adjacent to roadway to determine impacts
	Railroad Involvement	L	S		Standard statement assuming no railroad involvement
	Highway Planting	L	S		Need to determine if replacement planting or revegetation is required
	Erosion Control	L	S		
	Nonmotorized and Pedestrian Features	L	S		
	Needed Roadway Rehabilitation and Upgrading		L	S	Existing pavement condition, asset management review
	Needed Structure Rehabilitation and Upgrading				N/A - may need to include standard statement if CT requires
	Cost Estimates	L	S		Caltrans six page format

	Right-of-Way Data	L	S		RWDS will need to be prepared by certified RW professional
	Effect of Projects Funded by Others on State Highway	L	S		
5B	REJECTED ALTERNATIVES	L	S		
6	CONSIDERATIONS REQUIRING DISCUSSION				
6A	HAZARDOUS WASTE	L	S		Typically a narrative based on haz waste record search
6B	VALUE ANALYSIS	S	L		Provide statement on why VA not required, conducted
6C	RESOURCE CONSERVATION	L	S		
6D	RIGHT-OF-WAY ISSUES				
	Right-of-Way Required	L	S		
	Relocation Impact Studies				N/A
	Airspace Lease Areas				N/A - may need to include standard statement if CT requires
6E	ENVIRONMENTAL COMPLIANCE	L	S		
	Wetlands and Flood Plains	L	S		
	Other Environmental Issues	L	S		
6F	AIR QUALITY CONFORMITY	L	S		
6G	TITLE VI CONSIDERATIONS	L	S		
6H	NOSIE ABATEMENT DECISION REPORT				N/A - may need to include standard statement if CT requires
6I	LIFE-CYCLE COST ANALYSIS	L	S		Determine with Caltrans if required
6J	REVERSIBLE LANES				N/A - may need to include standard statement if CT requires
7	OTHER CONSIDERATIONS AS APPROPRIATE				
	Public Hearing Process	L	S		
	Route Matters	S	L		
	Permits	L	S		
	Cooperative Agreements	S	L		
	Other Agreements	S	L		
	Report on Feasibility of Providing Access to Navigable Rivers				N/A - may need to include standard statement if CT requires
	Public Boat Ramps				N/A - may need to include standard statement if CT requires
	Transportation Management Plan	L	S		
	Stage Construction	L	S		
	Accommodation of Oversize Loads	L	S		
	Graffiti Control				N/A - may need to include standard statement if CT requires
	Asset Management	L	S		
	Complete Streets				N/A - may need to include standard statement if CT requires
	Climate Change Considerations				N/A - may need to include standard statement if CT requires
	Broadband and Advance Technologies				N/A - may need to include standard statement if CT requires
	Other Appropriate Topics				
8	FUNDING, PROGRAMMING and ESTIMATE				
	Funding	S	L		
	Programming	S	L		
	Estimate	L	S		
9	DELIVERY SCHEDULE	S	L		
10	RISKS	S	L		
11	EXTERNAL AGENCY COORDINATION	L	S		
12	PROJECT REVIEWS	L	S		
13	PROJECT PERSONNEL	L	S		
14	ATTACHMENTS				
	Environmental Document	L			
	Location Map	L	S		

	Existing and Proposed Improvements Maps	L	S		
	Typical Sections	L	S		
	Cost Estimates	L	S		
	Right-of-Way Data Sheet	L	S		
	Storm Water Data Report	L	S		
	Life-cycle cost analysis	L	S		
	Risk Register	S	L		
	Additional Attachments	L	S		

Required Supplemental Documents (for the project files that will be summarized in the PR)					
	Project Charter				Assumed not required
	Quality Management Plan for Locally Implemented Projects on the State Highway System				Assumed not required
	Stormwater Documentation	L	S		
	Traffic Engineering Analysis	L	S		Scope to be determined with Caltrans input
	Project Programming Request (PPR) form				N/A
	Design Scoping Index	L	S		Determine if required with Caltrans
	Roster of personnel participating in major reviews	L	S		
	Capital Outlay Support Estimates	S	L		

Meetings and Coordination					
	PDT Meetings				
	Project Focus Meetings				
	Comment Resolution Meetings				

Schedule

