

Staff Report

TO: Board of Directors

FROM: Keane Sommers, P.E., Hydroelectric Manager
Nathan Droivold, Project Manager

DATE: July 27, 2022

SUBJECT: Award of Contract for the Chicago Park Powerhouse
Refurbishment Project # 2353, 2362, and 2383 (Consent)

HYDROELECTRIC DEPARTMENT

RECOMMENDATION:

Award a contract to Gannett Fleming, Inc. (Gannett Fleming) in the amount of \$197,168.89 for engineering services for Phase I of the Chicago Park Powerhouse Refurbishment Project (Project) and authorize the General Manager to execute the necessary documents.

BACKGROUND:

The Chicago Park Powerhouse (CPPH) was constructed in 1965 and is a 39 MW hydroelectric facility located on the Bear River. The unit is a critical piece of the District's Yuba Bear Project and is situated downstream of the Dutch Flat Afterbay Dam, and upstream of Rollins Reservoir. Due to its age, NID is aware that the facility is in need of significant maintenance or upgrades in order to maintain unit reliability and operation.

In 2021, NID commissioned a third-party engineering team to perform a high level condition assessment of the CPPH in order to better understand the existing condition of critical powerhouse systems. Combined with NID's knowledge of the facility and the findings of this report, it was determined that the scope of the Project should consist of overhauling or replacing the turbine, rewinding the generator, and refurbishing or replacing the main transformer.

In Phase I of the Project, NID will work with an engineering consultant to prepare a detailed scope of work for future improvements to CPPH. Phase I will also include completion of a study to determine the feasibility of potentially upsizing the unit through the completion of the Project. The results of this study may dictate the

Project scope of work with regards to deciding to refurbish or replace critical powerhouse systems.

Other items to be developed in Phase I include a detailed project schedule, budgetary cost estimate for the Project, and other project management support.

Phase II of the Project will include development of project drawings and specifications, construction management, and inspection services during the construction phase of the project. Services for Phase II will be written using the detailed scope of work prepared in Phase I. Phase II of the Project is expected to begin in 2023.

A Request for Proposals (RFP) was distributed to six prospective firms on May 3, 2022. This RFP and all Addendums are attached. Four firms submitted proposals for the Project to the District on or before the June 3, 2022 deadline. Proposals were reviewed and ranked by a panel of NID staff without knowledge of the cost of services. Following the review of the proposals, cost of services were factored in to proposal rankings, and two firms were selected for in-person interviews. Members of the Hydroelectric and Engineering Departments met with the firms, received a detailed introduction to the team, and discussed project specifics. Gannett Fleming was selected by staff based on the criteria of project approach and experience/qualifications of the team. A summary of the bid results and proposal rankings are shown below.

Ranking	Firm	Average Proposal Ranking Score (100 Points Max.)	Proposed Cost
1	Gannett Fleming	92	\$197,168.89
2	Black & Veatch	84	\$274,772.00
3	Mead & Hunt	66	\$378,256.00
4	Mesa	57	\$186,377.00

Staff recommends awarding a Consultant Service Agreement in the amount of \$197,168.89 to Gannett Fleming using previously agreed upon modifications to NID's Standard Agreement. Gannett Fleming presented a well-planned, logical approach to the Project in their proposal that staff agreed would best suit the needs to the District. Gannett Fleming has vast experience completing similar projects for owners of hydroelectric facilities that staff believe will allow Gannett Fleming to provide excellent engineering services to NID in completing Phase I of the Project.

This item is in alignment with Goal No. 1 of the District's Strategic Plan, as completion of the Project will maintain the reliability and efficient operation of the CPPH.

BUDGETARY IMPACT:

The 2022 Hydroelectric Department Budget includes \$450,000 for the Project that will be used to cover the cost of this contract. To date, none of the 2022 Project

budget has been spent. Staff expects approximately \$175,000 will be spent on this project in 2022 and the remainder will be spent in 2023.

ND

Attachments: (3)

- Consulting Services Agreement
- RFP dated May 3, 2022
- RFP Addendum 1 dated May 23, 2022



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT

Chicago Park Powerhouse Refurbishment Project **(55112-52950-2353, 2362, 2383)**

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 **Gannett Fleming Inc.**, hereinafter referred to as the "CONSULTANT", whose address is 2251 Douglas Boulevard, Suite 200, Roseville, CA 95661. 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 **Chicago Park Powerhouse Refurbishment Project** (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing professional engineering services as outlined in the scope of work for the Project; and

WHEREAS the CONSULTANT, on 6/3/2022, 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, sub-consultants, 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~~ experience and qualifications to provide the degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time any services or materials are furnished.

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 ninety-seven thousand, one hundred and sixty-eight dollars and eighty-nine cents (\$197,168.89). 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; however, the CONSULTANT shall not be required to release any work product to the DISTRICT until such time as the CONSULTANT receives full payment for all professional services performed for the DISTRICT under this AGREEMENT. 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, and 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~~ in accordance with the standard of care and performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. 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, in effect as of the date of this Agreement. 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, excepting any materials owned by third parties. 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.

Nothing in this AGREEMENT limits the Consultant's ability to generally reference work performed under this Agreement in resumes, statements of qualifications, and proposals to other clients.

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 the extent of the negligence, recklessness or willful misconduct of~~ 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. Following a determination of liability, in no event shall the cost to defend Claims charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

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:

Drew Kennedy
Gannett Fleming Inc.
2251 Douglas Boulevard, Suite 200
Roseville, CA 95661

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~~ a professional quality and standard consistent with Article VI. 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~~ materials meeting the professional standards, 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 _____
Drew Kennedy, Vice President
Gannett Fleming Inc.

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

Chicago Park Powerhouse Refurbishment Project

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

Chicago Park Powerhouse Refurbishment Project

COMPENSATION SCHEDULE

Civil/Geotechnical/Geological

Chief Engineer/Geologist.....	\$ 320.00
Principal Engineer/Geologist II	300.00
Principal Engineer/Geologist I	285.00
Senior Consultant	260.00
Senior Project Engineer/Geologist III	255.00
Senior Project Engineer/Geologist II	230.00
Senior Project Engineer/Geologist I	210.00
Project Engineer/Geologist II	195.00
Project Engineer/Geologist I	175.00
Staff Engineer/Geologist.....	165.00
Senior Designer/Geologist.....	145.00
Designer/Geologist	135.00

Electrical/Mechanical

Chief Electrical/Mechanical Engineer	\$ 320.00
Principal Electrical/Mechanical Engineer II	300.00
Principal Electrical/Mechanical Engineer I	285.00
Senior Consultant	260.00
Senior Project Electrical/Mechanical Engineer III.....	270.00
Senior Project Electrical/Mechanical Engineer II.....	245.00
Senior Project Electrical/Mechanical Engineer I.....	225.00
Project Electrical/Mechanical Engineer II	205.00
Project Electrical/Mechanical Engineer I	190.00
Staff Electrical/Mechanical Engineer	175.00
Senior Electrical/Mechanical Designer	150.00
Designer Electrical/Mechanical	140.00

Security & Safety

Senior Principal Consultant	\$ 280.00
Principal Consultant.....	252.00
Senior Associate Consultant	240.00
Senior Consultant	231.75
Consultant.....	200.00
Senior Analyst.....	168.41
Analyst.....	136.50
Junior Analyst	111.30

Support Services

Senior GIS Analyst	\$ 165.00
Chief CADD Technician.....	160.00
CADD/GIS Technician.....	130.00
Senior Admin	135.00
Technical Writer/Admin	120.00
Intern.....	75.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$640 per hour.

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 losses 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.

CONSULTING SERVICES

Chicago Park Powerhouse Refurbishment Project (55112-52950-2353, 2362, 2383)

CYBER SECURITY REQUIREMENTS

I. CYBER SECURITY, CRITICAL INFRASTRUCTURE PROTECTION:

- A. CONTRACTOR shall at all times through the course of this AGREEMENT adhere and follow, to the extent possible, all applicable NERC and DISTRICT-provided cyber and physical security policies, procedures, plans, and other associated guidance. Such DISTRICT guidance may be delivered manually, electronically, or orally. Questions regarding applicability or interpretation of such policies and guidance shall be brought to the attention of DISTRICT personnel without delay.
- B. CONTRACTOR shall protect the confidentiality and integrity of designated Sensitive Information at all times including during storage, transit, and use. As used in this EXHIBIT, Sensitive Information means any of the following: (a) information that could be used to gain unauthorized access or pose a security threat to DISTRICT's control networks and cyber devices or jeopardize the reliable operation of DISTRICT's bulk electric assets; (b) any information marked by DISTRICT as Sensitive or otherwise identified as Sensitive; and (c) information treated by District as Sensitive. Sensitive Information may exist or be contained in a variety of forms and formats, including but not limited to, computer or web-based information, paper, hard drives, removable storage media (e.g. external hard drives, thumb drives, etc.) word documents, spreadsheets, network diagrams, and physical security diagrams or any copies or replications thereof. Any information will be considered Sensitive Information and shall receive such treatment until such time that an appropriate DISTRICT representative provides assurance that such information is not Sensitive Information. Upon termination of this AGREEMENT, or at any time upon DISTRICT request, the CONTRACTOR shall return or document the secure destruction of DISTRICT data, including Sensitive Information. The CONTRACTOR shall ensure CONTRACTOR employees and subcontractors take all necessary measures to prevent the unauthorized disclosure of Sensitive Information.
- C. Sensitive Information shall only be shared with DISTRICT personnel and CONTRACTOR personnel, both employees and subcontractors, that require authorization for unescorted physical access, electronic access to DISTRICT control networks or cyber devices, or physical or electronic access to storage locations of Sensitive Information by CONTRACTOR, or as otherwise determined by the General Manager (herein after "Authorized Access") and has met all requirements contained herein, is individually known to the DISTRICT, and has a legitimate business need for accessing such information.
- D. The CONTRACTOR shall immediately report in writing any actual, potential, or suspected malicious act or suspicious event that disrupts, or was an attempt to disrupt, the operation of DISTRICT'S cyber system(s). CONTRACTOR must report such events discovered or suspected on any DISTRICT network, cyber device, or CONTRACTOR-owned or CONTRACTOR-controlled cyber device with remote access to DISTRICT

EXHIBIT D

control networks, cyber devices, or Sensitive Information. Any such reporting shall include, at a minimum, and to the extent known at the time, the nature of the potential, actual, or suspected malicious act or suspicious event, the time discovered, the method of discovery, the devices/networks potentially impacted by the malicious act or suspicious event, the nature of the issue, and any other pertinent information.

- E. Authorized Access shall be granted on the meeting of both: (a) identification of a business need for Authorized Access by the individual, and (b) the complete fulfillment of (1) the Personnel Risk Assessment and (2) cyber and physical security awareness training requirements imposed by DISTRICT in accordance with clauses I and J of this EXHIBIT. CONTRACTOR employees and subcontractors will be afforded the minimum access privilege necessary to perform their respective work functions.
- F. CONTRACTOR shall be responsible to verify, at least once per calendar quarter, that each of its employees and subcontractors with Authorized Access possess a continuing business need for such authorization or information and continue to meet the training and Personnel Risk Assessment criteria of clauses I and J of this EXHIBIT. CONTRACTOR shall provide annually to the DISTRICT an adequate authorization record that shall include, without limitation, dated documentation of those individuals under CONTRACTOR'S direction and control who possess active electronic or unescorted physical access to the DISTRICT's control networks, cyber devices, or Sensitive Information.
- G. The CONTRACTOR shall only access the DISTRICT control networks, cyber devices, and Sensitive Information storage locations through DISTRICT-owned and furnished computer hardware, utilizing appropriate authentication and protocol access. Without limitation, any and all software installations, patching, modification, configuration changes, updates, maintenance, and testing activities necessary to enable CONTRACTOR to perform specific tasks related to a TASK ORDER shall be completed exclusively upon DISTRICT-owned computer hardware furnished by DISTRICT for that purpose following explicit written approval to proceed on such tasks. All DISTRICT-owned computer hardware, cyber devices, or other applicable equipment shall be returned to DISTRICT within five (5) business days of the termination of this AGREEMENT or the completion of work necessitating Authorized Access or access to Sensitive Information. No copying or replicating of DISTRICT devices or equipment is allowed under any circumstances.
- H. CONTRACTOR shall not, without limitation, connect, insert, plug-in, or install any non-DISTRICT owned laptop, smart phone, removable storage device, media or other electronic device into any DISTRICT control network, cyber device, or Sensitive Information storage location. Devices and removable storage media needed for authorized legitimate business needs will be provided by DISTRICT.
- I. CONTRACTOR must ensure that all CONTRACTOR personnel, including employees and any subcontractors, with Authorized Access must receive cybersecurity awareness training prior to beginning work requiring Authorized Access. The CONTRACTOR shall provide documentation to attest its workforce receiving position-appropriate cybersecurity awareness training within the last fifteen (15) months. Throughout the course of the AGREEMENT, CONTRACTOR shall ensure and document that such training occurs at least once every fifteen (15) months.

EXHIBIT D

- J. CONTRACTOR shall perform Personnel Risk Assessments on all CONTRACTOR personnel including employees and subcontractors seeking Authorized Access. Personnel Risk Assessments shall, at a minimum, include, without limitation, (a) a seven-year criminal history records check that includes: (i) current residence, regardless of duration; and (ii) other locations where, during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six months or more; and (b) identity verification which may include verifying the individual's identity through government-issued identifications such as Social Security numbers, driver's licenses, passports, or other means the DISTRICT deems acceptable. CONTRACTOR shall document the process of performing the Personnel Risk Assessment, and shall furnish such documentation and the results of any Personnel Risk Assessment to District upon request. Any issues discovered during this process may result in refusal by the DISTRICT to grant Authorized Access based solely on DISTRICT's discretion. Personnel Risk Assessments must be performed for all individuals with Authorized Access at least once every seven (7) years.
- K. CONTRACTOR shall immediately, without any delay, notify DISTRICT upon the voluntary, or involuntary, separation, cessation, suspension, or termination of employment of any CONTRACTOR employee or subconsultant with Authorized Access. CONTRACTOR shall take all measures to remove such employee's or subconsultant's Authorized Access within twenty-four (24) hours of the individual's separation. Such measures shall include, without limitation, securing possession of DISTRICT-owned computer hardware and devices, disabling or taking possession of other cyber devices, removable storage media, key cards, and passcodes which provide Authorized Access or contain Sensitive Information.
- L. Upon DISTRICT request, CONTRACTOR shall produce evidence satisfactory to DISTRICT of compliance with this EXHIBIT. CONTRACTOR shall retain evidence of compliance with this EXHIBIT for a period of at least three years from the date each required activity is completed; and shall retain such records for a longer period upon DISTRICT request.



NEVADA IRRIGATION DISTRICT
(Est. 1921)

CONSULTING SERVICES

Chicago Park Powerhouse Refurbishment Project
(55112-52950-2353, 2362, 2383)

TASK ORDER NO. 1

Phase 1

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

SCOPE OF SERVICES:

CONSULTANT shall perform engineering services for the following Project tasks:

Task 1 – Perform an Uprate Feasibility Study for Chicago Park Powerhouse (CPPH)

Perform a study that evaluates the feasibility of increasing power output of CPPH through the completion of the Project. Proposals should describe the desired methods for determining whether or not an uprate is feasible and cost effective for the CPPH. This study should include a cost benefit analysis for the proposed upgrades to determine whether or not the potential, future revenue increase would help offset the cost of upgrades during the service life of new or refurbished equipment.

Task 2 – Identify Equipment for Replacement/Refurbishment

Determine equipment that will be replaced/refurbished. Any necessary inspections, equipment testing, and other activities that may need to occur in order to make final determinations of whether or not an item should be included in the project scope should be identified by the CONSULTANT.

Task 3 –Workshop to Determine Project Approach and Scope of Work Document (Phase II)

Facilitate a workshop with the CONSULTANT's project team and NID staff to discuss the District's execution strategy for the Project (for example, should Phase II be pursued as a design build contract, Engineer-Procure-Construct, or another approach). The workshop should include a presentation on the pros and cons for different approaches, as well as open-floor conversations that will help the District make a determination on the preferred approach for the Project. The direction from this workshop will be taken into consideration while preparing the scope of work.

Prepare a detailed scope of work document upon completion of the workshop described above that will be used by NID as an attachment to a future Request for Proposals prepared for Phase II of the Project soliciting engineering design support.

Task 4 – Project Schedule

Prepare a detailed project that includes the entire project timeline starting at Phase II and continuing through final construction. The schedule should be made using the best, current knowledge of product lead times and other assumptions as necessary in order to give NID a realistic project timeline. Key supply chain concerns should be identified in the schedule as they are understood at the time of the study.

Task 5 – Project Budget Estimate

Prepare a Class 4 (feasibility study) budgetary estimate for all project years from Phase II through final construction.

Task 6 – Proposal Evaluation Support (Phase II)

Assist the District with request for information (RFI) responses for the bidding of Phase II of the Project. Questions are expected to arise regarding the Project scope of work, schedule, and similarly relevant items. Please assume twenty (20) hours of support time will be required for this task.

TIME FOR COMPLETION:

December 31, 2022

SPECIAL CONDITIONS:

None

DELIVERABLES:

Task 1 – The deliverable for Task 1 will be a technical memorandum (in PDF format) that presents the findings of the uprate feasibility study that will be used to dictate the scope of work developed in Task 2.

Task 2 – The deliverable for Task 2 will be a technical memorandum (in PDF format) that outlines the methods and determination of how the equipment to be replaced was selected and identifies what has been included in the replacement/refurbishment scope or work for the Project.

Task 3 – The deliverable for Task 3 will be the workshop presentation (in .ppt Microsoft PowerPoint and PDF formats) and a detailed scope of work document (in .docx Microsoft Word format).

Task 4 – The deliverable for Task 4 will be a detailed project schedule (in both .mpp Microsoft Projects and PDF format) that includes the entire project timeline starting at Phase II and continuing through final construction.

Task 5 – The deliverable for Task 5 will be a Class 4 (feasibility study) budgetary estimate (in PDF format) for all project years from Phase II through final construction.

Task 6 – Miscellaneous written responses or notes to address requests for information (RFI) submitted to the DISTRICT during the bidding of Phase II of the Project.

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 \$197,168.89.

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 _____
Drew Kennedy, Vice President
Gannett Fleming Inc.

Date _____

Date _____

NEVADA IRRIGATION DISTRICT

HYDROELECTRIC DEPARTMENT



REQUEST FOR PROPOSALS

Chicago Park Powerhouse Refurbishment Project – Phase I
(Project# 2353, 2362, 2383)

May 3, 2022

REQUEST FOR PROPOSALS

NEVADA IRRIGATION DISTRICT
HYDROELECTRIC DEPARTMENT
28311 Secret Town Road
Colfax, Ca 95713-9473
(530) 273-8571

**Chicago Park Powerhouse Refurbishment Project – Phase I
(Project# 2353, 2362, 2383)**

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6. SCOPE OF WORK.....	5
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Attachments

STANDARD CONSULTING AGREEMENT.....	Attachment A
STANDARD CONFIDENTIALITY AGREEMENT	Attachment B
CPPH CONDITION ASSESSMENT REPORT (CUI/CEII).....	Attachment C

REQUEST FOR PROPOSALS

NEVADA IRRIGATION DISTRICT
HYDROELECTRIC DEPARTMENT
28311 Secret Town Road
Colfax, CA 95713-8571

Chicago Park Powerhouse Refurbishment Project – Phase I (Project# 2353, 2362, 2383)

May 3, 2022

Nevada Irrigation District (NID or the District) is sending this Request for Proposals (RFP) to prospective Firms for professional engineering services to develop a detailed scope of work in Phase I of the Chicago Park Powerhouse Refurbishment Project (Project).

NID requests that your proposal conform to the guidelines contained herein. Please respond to all components of the RFP. All times provided as deadlines are represented as local (Pacific Standard) time.

The contract will be awarded to the most qualified and cost effective Firm, whose proposal is within a competitive price range and determined to be the most advantageous to the District based on the specific evaluation criteria herein specified.

1. RFP INSTRUCTIONS & SCHEDULE

CUI//CEII Attachment(s)

Deadline: 05/13/2022 by 3:00PM

The Chicago Park Powerhouse Condition Assessment Report (Attachment C) is considered Controlled Unclassified Information/Critical Energy Infrastructure Information (CUI//CEII) and must be handled appropriately according to all applicable laws and statutes. To receive the CUI//CEII attachment, bidders must complete, sign, date, and return the NID Confidentiality Agreement (Attachment B).

Email the agreement in PDF format to NIDHydroContracts@NIDWater.com with the subject line;

Chicago Park Powerhouse Refurbishment Project – Phase I (Project# 2353, 2362, 2383)

The final day to request Attachment C is two (2) weeks following the release of this RFP. A secure file transfer link via Microsoft OneDrive will be mailed to the email address provided.

Firms who receive this attachment must not retain copies of any CUI//CEII files provided by the District after submitting their quotes/proposals.

Firms who request the CUI//CEII attachment(s) must not share this information with their subcontractors or other organizations under any circumstances. Should a subcontractor need to review the CUI//CEII attachment(s), the subcontractor's organization must complete, sign, date, and return a separate NID Confidentiality Agreement to the District in accordance with the terms stated in this RFP.

Submission of Questions**Deadline: 05/20/2022 by 3:00PM**

Email questions to NIDHydroContracts@NIDWater.com with the subject line;

Chicago Park Powerhouse Refurbishment Project – Phase I (Project# 2353, 2362, 2383)

Company name and complete address must be included.

An email confirmation of receipt will be sent within two (2) business days to the designated point of contact. Depending on the nature of the request or question, the response may be included in an addendum to this RFP distributed to all prospective bidders.

Job Walk

There is no pre-bid job walk scheduled for this project.

Submission of Proposal**Deadline: 06/03/2022 by 3:00PM**

Submit in electronic format only (PDF) to NIDHydroContracts@NIDWater.com. A rate schedule and cost proposal shall be submitted as separate files included with the proposal package, with the Firm's name and address and the following subject line:

Chicago Park Powerhouse Refurbishment Project – Phase I (Project# 2353, 2362, 2383)

The proposal shall not exceed 20 pages, excluding resumes and cover letter. The proposal shall be on 8-1/2"x11" (letter size) paper. Diagrams and schedules will be allowed on 11"x17" (ledger size) paper.

Responsive proposals shall address all items outlined in Section 2 of this RFP instruction packet. Failure to do so may disqualify a proposal.

An email confirmation of receipt will be sent to the designated point of contact upon receipt of the proposal. If an email confirmation is not received within one (1) business day, please send a follow up email to NIDHydroContracts@NIDWater.com. The District e-mail system has a limit of 15 MB for the attachment of each email, please send multiple emails to attach different parts of the proposal if the proposal file is larger than the attachment size limit.

Certify Destruction of CUI/CEII Attachments**Deadline: 06/03/2022 by 3:00PM**

Email a signed statement by an officer of the proposer's organization to NIDHYDROContracts@NIDWater.com, certifying that destruction and deletion of all printouts, copies and electronic files of Critical Energy Infrastructure Information/Controlled Unclassified Information (CUI//CEII) has been completed. Firms agree to these terms by submitting a quote/proposal to the District. Failure to submit this certification may lead to disqualification of bid selection.

Notice to Proceed

No work shall begin until a written notice to proceed (NTP) has been issued by the District. It is expected that a NTP will be issued by the District on or before July 8, 2022.

Other Milestones as Appropriate

The firm awarded a contract for Phase I of the Project will be able to conduct any necessary offline testing or inspections of CPPH during the 2022 Annual Outage which starts on September 18, 2022 and ends on October 1, 2022.

All Phase I deliverables are proposed to be due on or before December 31, 2022 unless otherwise noted in a firm's proposal.

2. PROPOSAL CONTENTS

The Proposal shall contain the sections shown below.

a. Introductory Materials

i. Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection.

ii. Company Data

Please submit the following information:

- Official Name and address of the Firm
- Name, title, address, email address, and telephone number of the authorized contact
- Federal Employer I.D. Number of the Firm.
- Number of years of experience the Firm has had in providing required, equivalent, or related services to those described in the scope of services above.

b. Overview and Approach

Describe your understanding and approach for the project. Detail the proposed scope of work and staffing assignments by task to complete the project. Provide an organization chart listing the specific personnel assigned to the project and tasks. Provide a detailed schedule for the scope of work with all assumptions listed including milestones by tasks and subtasks, based on the day of the notice-to-proceed as Day one.

c. Cost Proposal for Scope of Services

- i. Provide a detailed cost proposal to complete the scope of work, separated by the Project Tasks described in this RFP. Cost estimates should include an estimate of time required to complete each project task for all types of personnel required to provide the services and clearly defined list of deliverables described in this RFP.
- ii. Cost proposals must be submitted as a separate file in a bidder's proposal package.
- iii. Cost proposals must use a time and materials, not to exceed pricing basis to provide the proposed services.
- iv. Provide a separate cost estimate for site visits and onsite activities necessary to complete the scope of services described above. This should include travel costs and mileage to be reimbursed at the published IRS rate.
- v. Proposals must include hourly rates for all types of personnel required to provide the services described in this RFP. The hourly rates must include all expenses as outlined in Article XIV in the attached Standard Consulting Agreement (Attachment A). The proposed rate schedule must be guaranteed for a minimum of one year.

d. Qualifications

Provide a description of similar projects completed by firm and core project team members. Provide a minimum of two references for each firm project and for the project manager. Provide resumes for all proposed team members.

e. Comments on the Standard Consulting Services Agreement

Submit any requested revisions to the Standard Consulting Services Agreement (Attachment A) with your proposal. If no revisions are requested, state such in your proposal.

3. PROPOSAL SELECTION CRITERIA

The criteria upon which the proposal will be evaluated consists of the following:

Item	Criteria	Percent
A	Approach and scope of work	45%
B	Cost of services	10%
C	Experience and qualifications of firm and project team	45%
	Total	100%

4. PROJECT BACKGROUND

The Chicago Park Powerhouse (CPPH) was constructed in 1965 and is a 39 MW hydroelectric facility located on the Bear River. The unit is a critical piece of the District's Yuba Bear Project and is situated downstream of the Dutch Flat Afterbay Dam and upstream of Rollins Reservoir. Due to its age, NID is aware that the facility is in need of significant maintenance or upgrades in order to maintain unit reliability and operation.

In 2021, NID commissioned a third-party engineering team to perform a high level condition assessment of the CPPH in order to better understand the existing condition of critical powerhouse systems. This report is included as Attachment C to this RFP and is considered **CUI//CEII**. Combined with NID's knowledge of the facility and the findings of this report, it was determined that the scope of the Project should consist of overhauling or replacing the turbine, rewinding the generator rewind, and refurbishing or replacing the main transformer.

5. PROBLEM STATEMENT

In Phase I of the Project, NID is seeking support to prepare a detailed scope of work for the future improvements to CPPH.

In addition to the Project scoping in Phase I, the District is also seeking a study to determine the feasibility of potentially upsizing the unit through the completion of the Project. The results of this study may dictate the Project scope of work with regards to deciding to refurbish or replace critical powerhouse systems.

Other items to be developed in Phase I include a detailed project schedule, budgetary cost estimate for the Project, and other project management support. Further details are provided in Section 6 of this RFP.

Phase II of the Project will include development of project drawings and specifications, construction management, and inspection services during the construction phase of the project. Services for Phase II will be written using the detailed scope of work prepared in Phase I. The firm chosen for award of Phase II of the Project (future) will act as the owner's engineer to assist the District through the completion of the Project. The firm awarded a contract in Phase I will be eligible to submit a proposal to complete Phase II of the Project.

6. SCOPE OF WORK

Firms are to propose their approach for the Project in accordance with the following tasks:

a. Task 1 – Perform an Uprate Feasibility Study for CPPH

Perform a study that evaluates the feasibility of increasing power output of CPPH through the completion of the Project. Proposals should describe the desired methods for determining whether or not an uprate is feasible and cost effective for the CPPH. This study should include a high level cost benefit analysis for the proposed upgrades to determine whether or not the potential, future revenue increase would help offset the cost of upgrades during the service life of new or refurbished equipment. The

deliverable for Task 1 will be a technical memorandum (in PDF format) that presents the findings of the uprate feasibility study that will be used to dictate the scope of work developed in Task 2.

b. Task 2 – Identify Equipment for Replacement/Refurbishment

Determine equipment that will be replaced/refurbished. Any necessary inspections, equipment testing, and other activities that may need to occur in order to make final determinations of whether or not an item should be included in the project scope should be identified by proposing firms. Proposers should not include costs associated with third party testing services that may be required, but should identify tests that may be necessary in their proposal. A list of some current test records NID has available is provided below and will be provided to the firm whose proposal is chosen for award. The deliverable for this task will be a technical memorandum (in PDF format) that outlines the methods and determination of how the equipment to be replaced was selected and identifies what has been included in the replacement/refurbishment scope or work for the Project.

Table 1. Summary of Testing Records for CPPH

Test Conducted	Year
Breaker Timing	2017
Generator Dielectric Assessment	2018
IR/PI and Winding Resistance Test	2018
Generator Partial Discharge Test	2018
Generator Capacitance and Dissipation	2018
Factor Test	2018
TVA Probe	2018
Reaction Turbine and Wicket Gate Clearance	2019/2020
Generator Pole Drop	2020
Three Phase Transformer Test	2020
ISO Phase Feed Thru Bushing Test	2020
Medium Voltage Circuit Breaker Test	2020
Transformer Doble Test	2020
Stator Insulation	2021
Transformer Dissolved Gas Analysis	2021
Transformer Oil Test (Viscosity/Neutralization/Water)	2021
Annual Turbine System Inspection (General Condition Assessments)	2021

c. Task 3 –Workshop to Determine Project Approach and Scope of Work Document (Phase II)

Facilitate a workshop with the proposing firm’s project team and NID staff to discuss the District’s execution strategy for the Project (for example, should Phase II be pursued as a design build contract, Engineer-Procure-Construct, or another approach). The workshop should include a presentation on the pros and cons for different approaches, as well as open-floor conversations that will help the District make a determination on the preferred approach for the Project. The direction from this workshop will be taken into consideration while preparing the scope of work.

Prepare a detailed scope of work document (in .docx Microsoft Word format) upon completion of Task 2, above, that will be used by NID as an attachment to a future RFP prepared for Phase II of the Project soliciting engineering design support.

d. Task 4 – Project Schedule

Prepare a detailed project schedule (in both .mpp Microsoft Projects and PDF format) that includes the entire project timeline from Phase II through final construction. The schedule should be made using the best, current knowledge of product lead times and other assumptions as necessary in order to give NID a realistic project timeline. Key supply chain concerns should be identified in the schedule as they are understood at the time of the study.

e. Task 5 – Project Budget Estimate

Prepare a Class 4 (feasibility study) budgetary estimate (in PDF format) for all project years from Phase II through final construction.

f. Task 6 – Proposal Evaluation Support (Phase II)

Assist the District with request for information (RFI) responses for the bidding of Phase II of the Project. Questions are expected to arise regarding the Project scope of work, schedule, and similarly relevant items. Please assume twenty (20) hours of support time will be required for this task.

g. Additional Tasks for District Consideration

Bidders are invited to propose additional, optional tasks not listed above for consideration by NID according to the methods for completing Phase I of the Project as proposed by firms. The District will consider these items as additional scope for Phase I of the Project only. As stated in Section 2, Part C of this RFP, all costs should be separated by task for consideration by the District.

7. NOTES TO PROPOSER

- a. At its sole discretion, NID may consider proposals not prepared and submitted in accordance with this provision of the RFP non-responsive and may waive any formalities or reject any/or all proposals.
- b. Any proposal received after the date and time specified above shall not be considered.
- c. There will not be a formal public opening of the proposals.
- d. Firms may team up with another bidder(s) to form a team to prepare one proposal.
- e. Proposal shall be divided to correspond with the Proposal Contents presented in Section 2 of this RFP. Failure to submit a proposal in accordance with the provisions established in this RFP may disqualify a proposal.
- f. Proposals must be signed by an official authorized to bind the bidding Firm to its provisions.
- g. Proposals may be withdrawn by written notice at any time prior to proposal due date.

- h. No compensation shall be due or payable for the cost of preparing a proposal, whether selected by the District or not.
- i. Any required clarifications and/or supplemental instructions that arise from questions submitted to NID by proposing Firms will be provided to all Firms receiving this RFP in the form of written addenda to the original RFP. Any addenda issued as a result of questions submitted to the District will become a part of this RFP package.
- j. Any exceptions to what is set forth in the schedule shall be noted by the Firm on a separate piece of paper. The District reserves the right to make the final determination of the acceptability of exceptions.
- k. During proposal evaluation, proposal questions and scope discussions may occur with proposing Firms who submit proposals determined to be reasonably susceptible of being selected for award. The District may elect to interview any number of Firms to more- thoroughly understand the details of their proposals. However, proposals may be accepted without discussion.
- l. NID may, at its sole discretion, accept other than the lowest responsive quote.
- m. After proposal evaluations are complete, award of the Standard Consulting Services Agreement is subject to further review and approval per District policy.

Attachment A – NID Standard Consulting Services Agreement



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT

CHICAGO PARK POWERHOUSE REFURBISHMENT PROJECT – PHASE I (50112-52950-2353/2362/2383)

This AGREEMENT, made and entered into this _____ day of _____, by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **CONSULTANT'S NAME**, hereinafter referred to as the "CONSULTANT", whose address is **CONSULTANT'S ADDRESS**. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS the DISTRICT requires consulting services for the electrical drawing consolidation relating to the Rollins Powerhouse Relay Protection Improvement Project (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing electrical engineering support as outlined in the scope of work for the Project; and

WHEREAS the CONSULTANT, on **DATE**, 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 managing the Project will be duly licensed as a registered Professional Electrical Engineer in the State of California and will possess the necessary expertise, experience, and qualifications to qualify as experts in the field of electrical engineering.

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: 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, delineate any special conditions, state the fee or the method of determining 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 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 **DATE**. 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.

Payment to the CONSULTANT is due and payable upon submission of each invoice. If payment is not made within 21 calendar days after the date of the invoice is received and accepted by the DISTRICT, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 6 percent per annum and become due and payable at the time said delayed payments are made by the DISTRICT. If the DISTRICT fails to pay the CONSULTANT in full within 60 days from receipt of an invoice, the CONSULTANT may suspend its performance of the services until all outstanding invoices have been paid in full by the DISTRICT.

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 15-days' 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 proprietary 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 provided 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:

B. To the DISTRICT addressed to:

CONSULTANT CONTACT
CONSULTANTING COMPANY
CONSULTANT ADDRESS 1
CONSULTANT ADDRESS 2

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 _____
CONSULTANT’S REPRESENTATIVE,
TITLE
CONSULTANTING COMPANY

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

**CHICAGO PARK POWERHOUSE REFURBISHMENT
PROJECT – PHASE I
(50112-52950-2353/2362/2383)**

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 _____
CONSULTANT'S REPRESENTATIVE,
TITLE
CONSULTANTING COMPANY

By _____
Jennifer Hanson,
General Manager
Nevada Irrigation District

Date _____

Date _____

EXHIBIT B

CONSULTING SERVICES

CHICAGO PARK POWERHOUSE REFURBISHMENT
PROJECT – PHASE I
(50112-52950-2353/2362/2383)

COMPENSATION SCHEDULE

[Insert information provided by Consultant.]

Sample Only

Consulting Resource	Title	Rate Per Hour
Executive / VP	New resources	\$200
Director, Senior Consultant	New resources	\$195
Consultant	New resources	\$185
[Personnel Title/Name]	Director of Engineering	\$200
[Personnel Title/Name]	VP – Power System Services	\$195
[Personnel Title/Name]	Director of Compliance and Legal Counsel	\$185
[Personnel Title/Name]	Grid Integration Principal Consultant	\$180
[Personnel Title/Name]	VP – Workforce Management	\$185
[Personnel Title/Name]	Director of Compliance Services	\$185
[Personnel Title/Name]	Energy Markets Specialist	\$180
[Personnel Title/Name]	Physical Security Specialist	\$185
[Personnel Title/Name]	SCADA & Security Specialist	\$185

CONSULTING SERVICES

**CHICAGO PARK POWERHOUSE REFURBISHMENT
PROJECT – PHASE I
(50112-52950-2353/2362/2383)**

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 losses and related investigations, claim administration and defense expenses.

EXHIBIT C

Other Insurance Provisions

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

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.

CONSULTING SERVICES

CHICAGO PARK POWERHOUSE REFURBISHMENT
PROJECT – PHASE I
(50112-52950-2353/2362/2383)

CYBER SECURITY REQUIREMENTS

I. CYBER SECURITY, CRITICAL INFRASTRUCTURE PROTECTION:

- A. CONTRACTOR shall at all times through the course of this AGREEMENT adhere and follow, to the extent possible, all applicable NERC and DISTRICT-provided cyber and physical security policies, procedures, plans, and other associated guidance. Such DISTRICT guidance may be delivered manually, electronically, or orally. Questions regarding applicability or interpretation of such policies and guidance shall be brought to the attention of DISTRICT personnel without delay.
- B. CONTRACTOR shall protect the confidentiality and integrity of designated Sensitive Information at all times including during storage, transit, and use. As used in this EXHIBIT, Sensitive Information means any of the following: (a) information that could be used to gain unauthorized access or pose a security threat to DISTRICT’s control networks and cyber devices or jeopardize the reliable operation of DISTRICT’s bulk electric assets; (b) any information marked by DISTRICT as Sensitive or otherwise identified as Sensitive; and (c) information treated by District as Sensitive. Sensitive Information may exist or be contained in a variety of forms and formats, including but not limited to, computer or web-based information, paper, hard drives, removable storage media (e.g. external hard drives, thumb drives, etc.) word documents, spreadsheets, network diagrams, and physical security diagrams or any copies or replications thereof. Any information will be considered Sensitive Information and shall receive such treatment until such time that an appropriate DISTRICT representative provides assurance that such information is not Sensitive Information. Upon termination of this AGREEMENT, or at any time upon DISTRICT request, the CONTRACTOR shall return or document the secure destruction of DISTRICT data, including Sensitive Information. The CONTRACTOR shall ensure CONTRACTOR employees and subcontractors take all necessary measures to prevent the unauthorized disclosure of Sensitive Information.
- C. Sensitive Information shall only be shared with DISTRICT personnel and CONTRACTOR personnel, both employees and subcontractors, that require authorization for unescorted physical access, electronic access to DISTRICT control networks or cyber devices, or physical or electronic access to storage locations of Sensitive Information by CONTRACTOR, or as otherwise determined by the General Manager (herein after “Authorized Access”) and has met all requirements contained herein, is individually known to the DISTRICT, and has a legitimate business need for accessing such information.
- D. The CONTRACTOR shall immediately report in writing any actual, potential, or suspected malicious act or suspicious event that disrupts, or was an attempt to disrupt, the operation of DISTRICT’S cyber system(s). CONTRACTOR must report such events discovered or suspected on any DISTRICT network, cyber device, or CONTRACTOR-

EXHIBIT D

owned or CONTRACTOR-controlled cyber device with remote access to DISTRICT control networks, cyber devices, or Sensitive Information. Any such reporting shall include, at a minimum, and to the extent known at the time, the nature of the potential, actual, or suspected malicious act or suspicious event, the time discovered, the method of discovery, the devices/networks potentially impacted by the malicious act or suspicious event, the nature of the issue, and any other pertinent information.

- E. Authorized Access shall be granted on the meeting of both: (a) identification of a business need for Authorized Access by the individual, and (b) the complete fulfillment of (1) the Personnel Risk Assessment and (2) cyber and physical security awareness training requirements imposed by DISTRICT in accordance with clauses I and J of this EXHIBIT. CONTRACTOR employees and subcontractors will be afforded the minimum access privilege necessary to perform their respective work functions.
- F. CONTRACTOR shall be responsible to verify, at least once per calendar quarter, that each of its employees and subcontractors with Authorized Access possess a continuing business need for such authorization or information and continue to meet the training and Personnel Risk Assessment criteria of clauses I and J of this EXHIBIT. CONTRACTOR shall provide annually to the DISTRICT an adequate authorization record that shall include, without limitation, dated documentation of those individuals under CONTRACTOR'S direction and control who possess active electronic or unescorted physical access to the DISTRICT's control networks, cyber devices, or Sensitive Information.
- G. The CONTRACTOR shall only access the DISTRICT control networks, cyber devices, and Sensitive Information storage locations through DISTRICT-owned and furnished computer hardware, utilizing appropriate authentication and protocol access. Without limitation, any and all software installations, patching, modification, configuration changes, updates, maintenance, and testing activities necessary to enable CONTRACTOR to perform specific tasks related to a TASK ORDER shall be completed exclusively upon DISTRICT-owned computer hardware furnished by DISTRICT for that purpose following explicit written approval to proceed on such tasks. All DISTRICT-owned computer hardware, cyber devices, or other applicable equipment shall be returned to DISTRICT within five (5) business days of the termination of this AGREEMENT or the completion of work necessitating Authorized Access or access to Sensitive Information. No copying or replicating of DISTRICT devices or equipment is allowed under any circumstances.
- H. CONTRACTOR shall not, without limitation, connect, insert, plug-in, or install any non-DISTRICT owned laptop, smart phone, removable storage device, media or other electronic device into any DISTRICT control network, cyber device, or Sensitive Information storage location. Devices and removable storage media needed for authorized legitimate business needs will be provided by DISTRICT.
- I. CONTRACTOR must ensure that all CONTRACTOR personnel, including employees and any subcontractors, with Authorized Access must receive cybersecurity awareness training prior to beginning work requiring Authorized Access. The CONTRACTOR shall provide documentation to attest its workforce receiving position-appropriate cybersecurity awareness training within the last fifteen (15) months. Throughout the course of the AGREEMENT, CONTRACTOR shall ensure and document that such training occurs at least once every fifteen (15) months.

EXHIBIT D

- J. CONTRACTOR shall perform Personnel Risk Assessments on all CONTRACTOR personnel including employees and subcontractors seeking Authorized Access. Personnel Risk Assessments shall, at a minimum, include, without limitation, (a) a seven-year criminal history records check that includes: (i) current residence, regardless of duration; and (ii) other locations where, during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six months or more; and (b) identity verification which may include verifying the individual's identity through government-issued identifications such as Social Security numbers, driver's licenses, passports, or other means the DISTRICT deems acceptable. CONTRACTOR shall document the process of performing the Personnel Risk Assessment, and shall furnish such documentation and the results of any Personnel Risk Assessment to District upon request. Any issues discovered during this process may result in refusal by the DISTRICT to grant Authorized Access based solely on DISTRICT's discretion. Personnel Risk Assessments must be performed for all individuals with Authorized Access at least once every seven (7) years.
- K. CONTRACTOR shall immediately, without any delay, notify DISTRICT upon the voluntary, or involuntary, separation, cessation, suspension, or termination of employment of any CONTRACTOR employee or subconsultant with Authorized Access. CONTRACTOR shall take all measures to remove such employee's or subconsultant's Authorized Access within twenty-four (24) hours of the individual's separation. Such measures shall include, without limitation, securing possession of DISTRICT-owned computer hardware and devices, disabling or taking possession of other cyber devices, removable storage media, key cards, and passcodes which provide Authorized Access or contain Sensitive Information.
- L. Upon DISTRICT request, CONTRACTOR shall produce evidence satisfactory to DISTRICT of compliance with this EXHIBIT. CONTRACTOR shall retain evidence of compliance with this EXHIBIT for a period of at least three years from the date each required activity is completed; and shall retain such records for a longer period upon DISTRICT request.

Attachment B – NID Standard Confidentiality Agreement



NEVADA IRRIGATION DISTRICT
(Est. 1921)

CONFIDENTIALITY AGREEMENT

**CHICAGO PARK POWERHOUSE REFURBISHMENT
PROJECT – PHASE I
(CUI/CEII) DOCUMENT REVIEW**

This Confidentiality Agreement (AGREEMENT) is made between Nevada Irrigation District, located at 28311 Secret Town Road, Colfax, CA 95713, hereinafter referred to as the "DISTRICT", and _____ (Receiving Party and Company Name), located at _____ (Company Address), hereinafter referred to as the "RECIPIENT." District and Recipient or Receiving Party may also be referred to each as a "PARTY" or collectively as "PARTIES". This Agreement shall become effective on the date of last signature below.

RECITALS

1. RECIPIENT desires to review the DISTRICT'S Chicago Park Powerhouse Refurbishment Project – Phase I (CUI/CEII) Document to enable it to evaluate the scope of work for the Rollins Powerhouse Relay Protection Improvement Project. The Chicago Park Powerhouse Refurbishment Project – Phase I (CUI/CEII) Document contains Confidential Information as defined in this Agreement.
2. DISTRICT is willing to provide Confidential Information to RECIPIENT to assist RECIPIENT in its evaluation of the Project subject to the terms, conditions, and protections of this Agreement.

Now therefore, the Parties agree as follows:

DEFINITION OF CONFIDENTIAL INFORMATION:

For purposes of this AGREEMENT, "CONFIDENTIAL INFORMATION" collectively refers to all non-public information or material disclosed or provided by DISTRICT to RECIPIENT, either orally or in writing, concerning any aspect of the Project, including without limitation any information or material pertaining to specifications, designs, processes, plans, policies, procedures, regulatory affairs, or raw materials.

Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of the RECIPIENT, (ii) was already in RECIPIENT'S possession or known to the RECIPIENT prior to being disclosed or provided to RECIPIENT by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, or (iii) is independently developed by the RECIPIENT without reference to the Confidential Information.

DISCLOSURE OF CONFIDENTIAL INFORMATION:

RECIPIENT will: (a) limit disclosure of any CONFIDENTIAL INFORMATION to its directors, officers, employees, agents or representatives (collectively "REPRESENTATIVES") who have a need to

know such CONFIDENTIAL INFORMATION in connection with the current or contemplated business relationship between the PARTIES to which this AGREEMENT relates, and only for that purpose; (b) advise its REPRESENTATIVES of the proprietary nature of the CONFIDENTIAL INFORMATION and of the obligations set forth in this AGREEMENT and require such REPRESENTATIVES to keep the CONFIDENTIAL INFORMATION confidential; (c) shall keep all CONFIDENTIAL INFORMATION strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any CONFIDENTIAL INFORMATION received by it to any third parties (except as otherwise provided for herein). RECIPIENT shall be responsible for any breach of this AGREEMENT by any of their REPRESENTATIVES.

USE OF CONFIDENTIAL INFORMATION:

RECIPIENT agrees to use the CONFIDENTIAL INFORMATION solely in connection with the development of their proposal for the Chicago Park Powerhouse Refurbishment Project – Phase I and not for any purpose other than as authorized by this AGREEMENT without the prior written consent of an authorized representative of the DISTRICT. No other right or license, whether expressed or implied, in the CONFIDENTIAL INFORMATION is granted to RECIPIENT hereunder. All use of CONFIDENTIAL INFORMATION by RECIPIENT shall be for the benefit of the DISTRICT.

TERM:

Unless sooner terminated by the Parties in a writing signed by the Parties, this Agreement will remain in effect until June 10, 2022.

RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION:

RECIPIENT shall immediately return or destroy any CONFIDENTIAL INFORMATION no later than 3:30 PM (PST) on June 3, 2022. RECIPIENT agrees that all CONFIDENTIAL INFORMATION in its possession, including all copies of the same and all notes, analyses, compilations, studies or other documents prepared by, for or on behalf of RECIPIENT or its representatives that contain, reflect or are developed from such information, shall be returned or destroyed following the term of this agreement. The fact of such complete return, destruction, and deletion shall be confirmed by RECIPIENT to DISTRICT in writing no later than June 3, 2022. Any oral CONFIDENTIAL INFORMATION will continue to be subject to the terms of this Agreement.

EQUITABLE REMEDIES:

Both Parties agree that their failure to perform any obligation or duty which they have agreed to perform under this Agreement may cause irreparable harm to the other Party, which harm cannot be adequately compensated for by money damages. It is further agreed by both parties that an order of specific performance or for injunctive relief against the recipient Party in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on the RECIPIENT. Accordingly, in the event of a breach or default by either Party hereunder, the non-defaulting party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, the other Party, with respect to any obligation or duty herein or breach thereof.

DEFINITIVE AGREEMENT:

The Parties agree that no contract or agreement providing for any transaction involving them shall be deemed to exist unless and until a final definitive agreement has been executed and delivered. The Parties also agree that unless and until a final definitive agreement between them has been executed and delivered, neither DISTRICT nor RECIPIENT will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. Both parties reserve the right, in their sole discretion, to reject any and all proposals made by the other Party and to terminate discussions and negotiations with respect to a transaction at any time.

MISCELLANEOUS:

(1) This Agreement shall be binding upon and be enforceable by, the parties and their successors and assigns; (2) This Agreement constitutes the complete agreement between the parties and shall continue in full force until terminated by mutual agreement; (3) This Agreement shall be construed and governed by the laws of the State of California; (4) This Agreement may not be modified or amended and no provision may be waived except by a written agreement signed by the parties hereto; (5) No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the respective dates indicated below.

DISTRICT:

RECEIVING PARTY:

By: _____
(Signature)

By: _____
(Signature of Representative)

Keane Sommers, P.E.,
Hydroelectric Manager

(Printed Name and Title)

(Printed Name and Title)

Nevada Irrigation District

(Company Name)

Date: _____

Date: _____

Attachment C – CPPH Condition Assessment Report (CUI/CEII)
(To be provided upon receiving completed NID Standard Confidentiality Agreement)



NEVADA IRRIGATION DISTRICT

(Est. 1921)

ADDENDUM 1

Chicago Park Powerhouse Refurbishment Project – Phase I (Project# 2353, 2362, 2383)

May 23, 2022

The following presents responses to questions that have been received regarding the Rollins Powerhouse Relay Protection Improvement Project:

1. *Does Section C. Cost Proposal for Scope of Services count toward the 20-page limit? Or is the Cost Proposal separate?*

Response: The cost proposal should be submitted separately and its contents will not count towards the total number of pages in the proposal.

The following questions were received regarding requirements for project references to be included in firms' proposals:

2. *On Page 4 under d. Qualifications it says, "Provide a description of similar projects completed by firm and core project team members. Provide a minimum of two references for each firm project and for the project manager."*
 - a. *Is NID requesting 2 references for each project? So for example, if a project was completed for Utility X, do you want a reference from two different individuals who work at Utility X? That may be challenging to obtain for some projects.*
 - b. *We are proposing to use a Project Manager who knows NID and is familiar with their projects and processes. However, this same Project Manager may not have been involved in the "similar projects" being requested. The requirement for qualification could be interpreted as requesting that the Project Manager we are proposing should also have worked on the "similar projects". Is that the intent?*
 - c. *Is NID requesting that we provide two references for the Project Manager? This can be accomplished but just clarifying that we want to obtain a reference from client's who have worked with our Project Manager.*

Response: NID has revised the language of the RFP in Section 2 Proposal Contents, Part D Qualifications to read as follows:

Provide project descriptions for at least two similar projects completed by the firm and core project team members with one reference for each project. If the firm's proposed project manager was not involved in the reference projects above, then provide a third project description for a project of similar complexity led by the firm's proposed project manager. Provide resumes for all proposed team members.

Acknowledge receipt of this ADDENDUM 1 dated May 23, 2022 by signing below and returning this document with your Proposal.

CONSULTANT:

(Company)

(Signature)

(Printed Name / Title)

(Date)