

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

This Agreement is between the Monterey County Water Resources Agency, hereinafter called "Agency," and COWI North America, Inc., a Delaware Corporation, hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:

Program management services to assist in managing the design, permitting, financing and construction of the Interlake Tunnel project. Services shall include management of the performance of geotechnical and final design engineering; permitting and environmental approval; finalizing plan preparation and implementation; and implementation and program management services; and technical support to the Agency during design and environmental consulting work. The Spillway Modification component shall be part of the project.

- (b) The CONTRACTOR shall perform its services under this Agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency. Subject to the procurement process of the Agency, available budget and approval of the Monterey County Water Resources Board of Supervisors, it is the intention of the parties to contract for services in phases. This Agreement shall expire on October 31, 2019, unless earlier terminated as provided herein. Subject to such procurement processes of the AGENCY and approval of the County of Monterey County Water Resources Board of Supervisors, the parties may either amend this Agreement or enter into subsequent agreements concerning the Interlake Tunnel Project. The parties contemplate that future services may be provided and compensated under future phases, under this or future agreements.

The Agency, with the concurrence of the Board of Supervisors, may extend the term of this Agreement as necessary to accommodate possible delays that may be encountered in completing the process necessary to prepare the studies and documents required by this Agreement. In the even the Agency elects to extend the term of this Agreement, all work shall be completed on or before the extended termination date.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR up to the securing of permanent project financing via a Proposition 218 tax assessment election (inclusive of all costs and expenses performed to date and including sub-consultants) calculated using the rates provided in Exhibit B, up to the total amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00). This Agreement includes the addition of the spillway modification.
4. Monthly Invoices by CONTRACTOR; Payment.
 - (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than thirty (30) days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within thirty (30) days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
 - (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to

Agency.

- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the Agency under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
- 5.2 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, and hold harmless the Agency and the County of Monterey ("County"), their governing boards, directors, officers, employees, and agents against any claims to the extent such claims arise from, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against the Agency or COUNTY are unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.
- 5.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless Agency and County, their governing boards, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property to the extent such claims arise, from or related to the performance of services under this Agreement by

CONTRACTOR, its employees, subcontractors or agents.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person,

\$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, state, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five (5) years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subcontractors relating to this Agreement. Government Code section 8546.7 provides that an audit by the State Auditor General may be performed up to three (3) years after the final payment under any contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000).
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this

Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal or state law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and Social Security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or state government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of

California Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be:

Ron Drake, or designee

Agency’s designated administrator of this Agreement shall be:

David E. Chardavoyne, or designee

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, electronic mail, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile/electronic mail transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY

Name: Kelly L. Donlon
Address: 1441 Schilling Pl, N. Bldg.
Salinas, CA 93901
Telephone: 831-755-5313
Fax: 831-755-5283
E-Mail: donlonkl@co.monterey.ca.us

TO CONTRACTOR

Name: Ron Drake
Address: 2525 Snowcone Place
Arroyo Grande, CA 93420
Telephone: 805-440-5777
Fax:
E-Mail:

- 28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and electronic formats.
- 29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
- 30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A - Scope of Work/ Work Schedule
 - Exhibit B - Fee Schedule
- 32. Entire Agreement. As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR:

BY: David E. Chardavoyne

David E. Chardavoyne
General Manager

Date: 18 December 2018

BY: Simon Kim

Type Name: Simon Kim

Title: CEO

Date: November 29 2018

BY: [Signature]

Type Name: DARRYL MATSON

Title: SENIOR VICE PRESIDENT

Date: 2018 DECEMBER 07

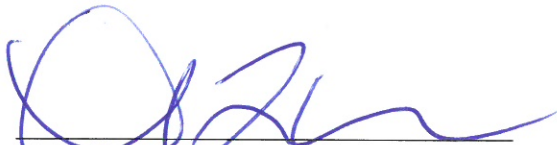
* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(_____)

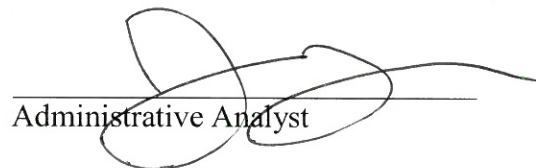
Agreement

Approved as to form ¹:

Approved as to fiscal provisions:



Deputy County Counsel

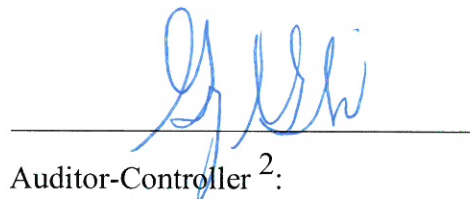


Administrative Analyst

Dated: 12/13/18

Dated: 12/14/18

County Counsel – Risk Manager:



Auditor-Controller ²:

Dated: _____

Dated: 12-14-18

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

Exhibit A Scope of Work

General

CONTRACTOR will provide program management services to the Agency to facilitate the expeditious and economic development of a hydraulic tunnel connection between Lake Nacimiento and Lake San Antonio in San Luis Obispo County, CA and Monterey County, CA, respectively. The program management services will include the coordination and management of a project consultant team to determine the project's feasibility and accomplish the project's design, permitting, financing and construction.

Project Description

The Interlake Tunnel ("Project") will be designed to divert gravity flows from Lake Nacimiento to Lake San Antonio in a manner to accommodate the current operating rules and requirements of the two reservoirs and increase the storage capacity of Lake San Antonio. The Project will address any biological and environmental impacts from construction and operations. The Project is desired to be designed, permitted and constructed as soon as possible as a measure to address the impacts of drought conditions in the Salinas River valley.

Work Phases

The work is anticipated to be accomplished in 6 phases:

- Phase 1 – feasibility and preliminary engineering
- Phase 2 - permitting
- Phase 3 - design
- Phase 4 – Right-of-Way acquisition and water rights diversion application
- Phase 5 - financing
- Phase 6 – construction

A preliminary Program Management Plan describing the sequence, logic and duration of the proposed program management activities is attached as Exhibit A-2

Schedule Milestones

The following completion milestones are established for the schedule of work:

Commencement of Engineering	March 2017
Completion of Hydrologic Modeling	April 2019
Preparation of Draft EIR	May 2019
Preparation of Final EIR	August 2019
Proposition 218 financing election	November 2019
Construction Notice to Proceed	April 2020

Program Management Services and Responsibilities

CONTRACTOR will provide skilled staff experienced in program and project management of large heavy-civil design and construction projects with expertise in tunneling to manage the development program for the Project. CONTRACTOR is responsible to:

- Prepare and maintain a program management plan and lead the implementation of the plan in coordination with the Agency and all interested parties and stakeholders. Develop and maintain a project schedule and budget.
- Manage the project development effort and assist the Agency as requested.
- Identify and manage a project development team including consultants, sub-consultants, and contractors.
- Perform conceptual engineering analysis and develop a project description as the basis for funding and procuring engineering, design, environmental and financing consultants.
- Assist the Agency in managing the procurement of engineering, design, environmental/permitting, right-of-way, financing, and construction consultants and contractors.
- Coordinate with the Agency staff to define the project's operating and design criteria.
- Coordinate with third party regulatory and permitting agencies to define the environmental review requirements and to obtain permits for construction of the project.
- Maintain communications with the Agency and project stakeholders regarding progress and status of the project.
- Assist the Agency as required with public meetings and presentations and prepare reports as needed or requested.
- Provide contract administration services for engineering, design and permitting consultant contracts on behalf of the Agency.
- Manage the quality of design and construction.
- Monitor environmental compliance by contractors.
- Other services as requested by the Agency.

Agency Responsibilities

The Agency will have primary responsibility for the following:

- Procure engineering, design, environmental, financing and construction services.
- Negotiate any third-party agreements.
- Applying for permits, licenses and other requirements as the "Owner" of the project.
- Obtain water right/water diversion permits
- Right of way acquisition
- Arrange for project financing
- Final acceptance of, and operating of, the Project.

Reporting and Invoicing

CONTRACTOR will submit invoices on a monthly basis inclusive of all supporting documentation to the satisfaction of the Agency, and for purposes of satisfying any conditions of project financing. A monthly progress report will be submitted with the invoices. CONTRACTOR shall require subcontractors to provide all supporting documentation sufficient to satisfy any conditions of project financing, and to the satisfaction of the Agency.

The following table is the timeline for the Project:

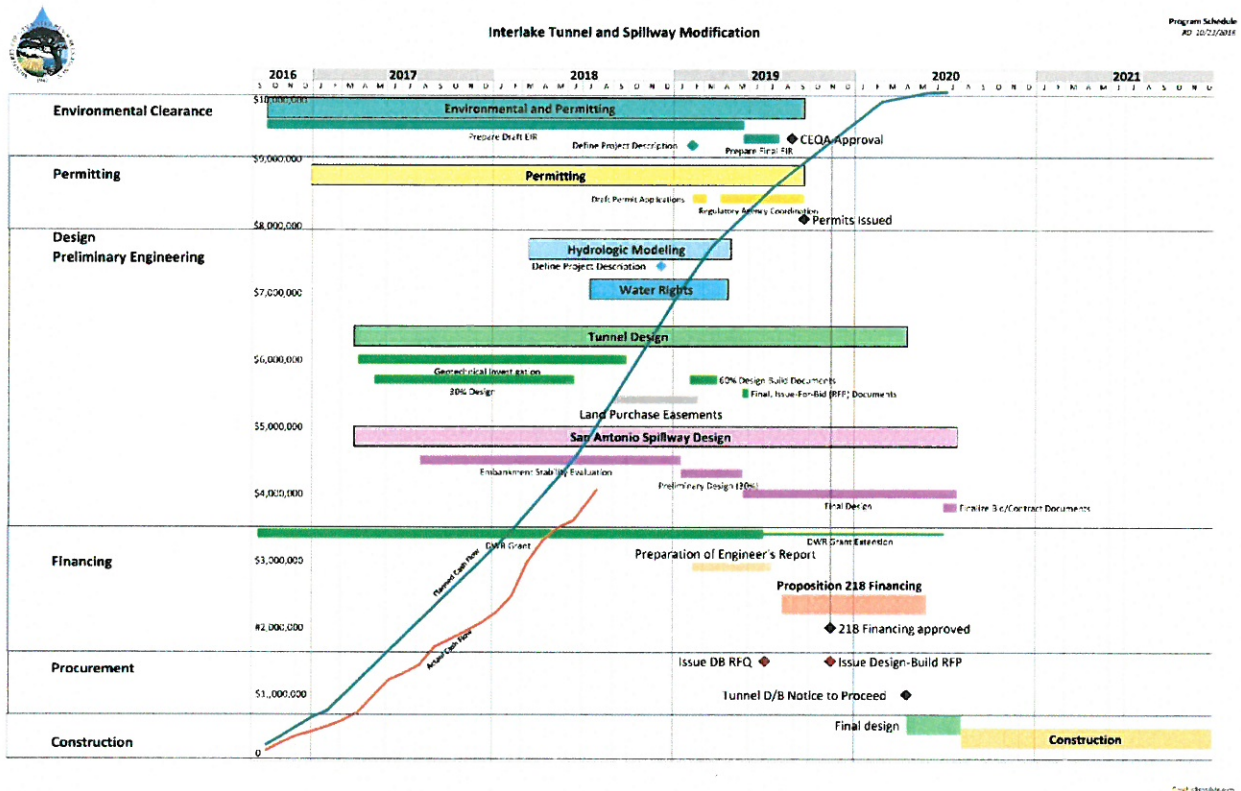


Exhibit B
Compensation to Contractor

Rate Schedule

CONTRACTOR will utilize the following schedule of billable rates in the determination of actual costs to perform the work.

Description	Rate
Program Manager	\$314.13
Assistant Program Manager/Engineer	\$218.33
Engineering / Environmental Manager	\$154.20
Project Engineer	\$154.44
Contract Administrator	\$108.92
Project Controls Manager	\$200.46
Project Controls technician/scheduler/cost engineer	\$166.32
Administrative Assistant	\$95.97

The total estimated cost for this work is \$300,000.

Compensation

CONTRACTOR will be compensated for actual costs to perform the work in accordance with the following formulas:

Description	Cost	Fee
CONTRACTOR Labor	Direct Hourly Rate x 2.376 multiplier	
Other Direct Charges (ODC's) for travel and program management expenses	At Cost	
Sub-consultants	Burdened hourly rates as negotiated	+ 10% fee
Consultant expenses and ODC's	At Cost	N/A

Contract amount

The total amount of this contract is \$300,000.

Invoices

Invoices for labor, sub-consultants and ODC's will be submitted by CONTRACTOR to the Agency on a monthly basis by the 10th of each month for work performed the previous calendar month. Agency will pay CONTRACTOR promptly and no later than thirty (30) days of receipt of invoices.