



Consulting Services Agreement Between Utica Water and Power Authority and (name of consultant)

This Agreement is made and effective as of **(add effective date here)**, by and between Utica Water and Power Authority, a California Joint Powers Authority (hereinafter referred to as “Utica”), and **(add consultant name here)** (hereinafter referred to as “Consultant”).

Recitals

WHEREAS, Utica is committed to providing a safe, affordable, and reliable water supply for the community; and

WHEREAS, Utica owns and operates the Utica Hydroelectric Project, FERC Project No. 2019, located in Calaveras County, California, which includes Hunters Dam, Murphys Forebay West and South Dams, Murphys Afterbay Dam, Mill Creek Tap, the Utica Canal, Murphys Penstock, Murphys Powerhouse, and associated appurtenant facilities subject to regulation by the Federal Energy Regulatory Commission (“FERC”); and

WHEREAS, Utica desires to employ the services of an Independent Consultant (IC) to support Utica’s 13th Part 12D Independent Consultant Comprehensive Assessment (CA) for the Utica Project, including a Potential Failure Modes Analysis (PFMA), Level 2 Risk Analysis (L2RA), Supporting Technical Information Document (STID) updates, and preparation of all required reports for filing with FERC by December 1, 2027; and

WHEREAS, Utica desires to retain the services of Consultant to perform the 13th Part 12D Independent Consultant Safety Inspections and related engineering services for the Utica Project – FERC No. 2019 for 2027 in accordance with the Scope of Work attached hereto; and

WHEREAS, Consultant, by reason of education and professional experience, is qualified to perform these services; and

WHEREAS, Consultant will report directly to the Utica General Manager and will not perform work unless and until directed to do so by the General Manager.

WHEREAS, Consultant desires to provide consulting services to Utica per the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Project Overview

Utica is initiating the 2027 Federal Energy Regulatory Commission (FERC) Part 12D Independent Consultant (IC) inspection cycle for the Utica Hydroelectric Project (FERC Project No. 2019). This effort requires the retention of qualified dam safety engineering professionals to perform the 13th Part 12D Independent Consultant Inspections and prepare all associated regulatory reports.

The project consists of conducting a combined Comprehensive Assessment (CA) of the Utica Hydroelectric Development in accordance with FERC's Engineering Guidelines and applicable federal regulations. The assessment will include Hunters Dam, Murphys Forebay Dams (West and South), Murphys Afterbay Dam, Mill Creek Tap, the Utica Canal, Murphys Penstock, Murphys Powerhouse, and related appurtenant facilities.

This project supports Utica's ongoing commitment to maintaining the safety, reliability, and regulatory compliance of its water conveyance and hydroelectric infrastructure.

2. Consultant Scope of Work

Utica hereby retains and appoints Consultant to The Project includes the following tasks that are to be performed in conformance with Chapter 16 – Part 12D Program of FERC's Engineering Guidelines for the Evaluation of Hydropower Projects, and other pertinent references noted herein:

- a. Inspection Plan and Schedule - Review and Comment on Utica's draft Part 12D Inspection Plan and Proposed Schedule as applicable for the Utica Development (FERC Project No. 2019).
- b. Second Coordination Call - Participate in Second Coordination Call with FERC and Utica representatives pertaining to the CA for the Utica Development.
- c. Review CA Pertinent Documents - Review Pertinent Documents to prepare for the Comprehensive Assessment Inspections of the Utica Development, including those pertaining to Hunters, Murphys Forebay, and Murphys Afterbay Dams STID's, most recent DSSMR's, and Utica Development Public Safety Plan, design basis, construction, and analyses of record.

- d. Prepare CA-PIPR - Prepare Comprehensive Assessment Pre-Inspection Preparation Report (CA-PIPR) for the Utica Development .
- e. Part 12D Comprehensive Assessment - Conduct Part 12D Comprehensive Assessment Inspections, including evaluating project performance with respect to Potential Failure Modes for Hunters, Murphys Forebay, and Murphys Afterbay Dams.
- f. PFMA - Provide Facilitator, prepare for and conduct a new Potential Failure Modes Analysis (PFMA) Workshop, and prepare PFMA Report for the Utica Development in accordance with Chapter 17 of FERC's Engineering Guidelines.
- g. Level 2 Risk Analysis (L2RA) - Provide Facilitator, prepare for and conduct L2RA for the Utica Development in accordance with Chapter 18 of FERC's Engineering Guidelines, and prepare report.
- h. Inspection Report - Prepare Part 12D CA inspection report in conformance with FERC's guidelines in both draft and final form.
- i. STIDs - Update each of the three STIDs in draft and final form according to Chapter 15 of FERC's Engineering Guidelines, including creation of the Digital Project Archive (DPA) covering all new/revised documents and addressing all FERC and Division of Safety of Dams (DSOD) correspondence since 2022. The last STID updates were performed in 2022. *(Assume 40 hours for IC, 160 hours for Junior or mid-level Engineer, and 40 hours for Administrative support)*
- j. CA Review Meeting - Prepare for and Conduct Comprehensive Assessment Review Meeting with FERC and Utica to be attended by IC(s) and SMEs.
- k. Response to FERC Comments - Support Utica with responding to FERC's review comments *(Assume 40 hours for IC(s))*

See attached Exhibit A to view the full scope.

1. Term

The term of this Agreement will commence on April 29, 2026, and remain in effect until December 2028.

2. Compensation

In exchange for the Consulting services articulated in the scope of work, Consultant shall submit to Utica an invoice for the Consulting services performed which shall specifically describe the details of the work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work. Utica will pay the invoice within 30 days of receipt.

3. Duties and Responsibilities of the Consultant

Consultant shall provide all professional, administrative, supervisory, secretarial, and managerial services necessary to perform the duties and responsibilities established by this agreement and subject to the direction of the General Manager.

Consultant will (1) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of documents required or necessary to properly, competently and completely perform the Consulting services; (2) determine the method, details and means of doing the Consulting services; and (3) perform the Consulting services in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

Unless otherwise agreed to by the General Manager and Consultant in writing, all services provided under this Agreement shall be rendered as identified in Exhibit A by Consultant. With mutual written concurrence by the General Manager and Consultant, Exhibit A may be modified in writing.

4. Responsibilities of the General Manager

The General Manager will provide Consultant with direction and support, as needed.

5. Time at Work

Consultant shall devote the time the Consultant determines is necessary and available to carry out its obligations under this Agreement.

Consultant may be asked by the General Manager to attend meetings of the Utica Board of Directors (in person or via video call), which begin at 5:30 p.m. on the fourth Tuesday of each month.

6. Termination

The Consultant is appointed at will, and his consulting appointment may be terminated by the General Manager with or without cause at any time. In the event

of termination, the Consultant shall be entitled to any compensation earned up to the date of termination consistent with the provisions of this Agreement. Consultant may terminate employment on 15 days advance written notice to the General Manager.

7. Entire Agreement

This Agreement is freely and voluntarily entered into by the parties. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and approved by the General Manager and Consultant.

8. Waiver of Rights

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

9. Remedies Not Exclusive

The use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

10. Headings

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

11. Cooperation

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

12. Interpretation

The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.

13. Notices

Any notice, invoice, or other communication that is required or permitted to be given under this Agreement shall be in writing and either emailed, served personally or sent by prepaid, first-class U.S. mail addressed as follows:

Utica Water and Power Authority:

Erik Holt
P.O. Box 358 | 1168 Booster Way
Angels Camp, CA 95222
gm@uticawater.com

(Name and address of consultant)

14. Insurance – Types and Limits

Consultant at his sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

- a. Commercial Public Liability and Property Damage: \$1,000,000 per occurrence
- b. Automobile Liability: \$1,000,000 per accident
- c. Workers' Compensation: Statutory limits
- d. Employers' Liability: \$1,000,000 per accident
- e. Professional Liability: \$1,000,000 per occurrence

Other Requirements: The public liability and property damage furnished by Consultant shall name Utica as an additional insured and shall directly protect, as well as provide the defense for Utica, its officers, agents, and employees as well as Consultant, and its agents, and employees, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of or resulting from Consultant's operations in the performance of the work pursuant to this Agreement. Said insurance shall also specify that it acts as primary insurance and Utica's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, Utica may declare a default in the performance of this Agreement and exercise the remedies specified in Section 8 of this Agreement.

Consultant shall be permissibly self-insured or shall carry full workers' compensation coverage for all persons employed, either directly or through

subcontractors, in carrying out the work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, Utica may declare a default in the performance of this Agreement and exercise the remedies specified in Section 8 of this Agreement.

Consultant agrees to furnish a certificate or certificates substantiating the fact that he has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of Utica and its agents and employees as additional insureds. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of 30 days after Utica shall receive notification of such cancellation or reduction.

15. Indemnification

Consultant shall indemnify, defend, protect, and hold harmless Utica, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of or failure to perform the work or any other obligations of this Agreement by Consultant or Consultant's agents or employees; (2) any alleged negligent act or omission of Consultant, or Consultant's agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement; or (3) any dangerous or defective condition arising or resulting from any actions or omissions of Consultant, Consultant's agents or employees in carrying out the provisions of this Agreement. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the UWPA or its employees. Consultant's obligations under this indemnification provision shall survive the termination, or completion of work, under this Agreement.

16. Severability

If any part of this Agreement is held to be void, invalid, or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

Acknowledgment of Understanding: By my signature, I acknowledge I have read this agreement, fully understand and agree to its terms, and I am signing freely and voluntarily.

(Consultant Name)

(Consultant name and Title)

Date

Utica Water and Power Authority

Erik Holt, General Manager

Date

DRAFT