

## POSSIBLE MOTION

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I MOVE to authorize the Municipal Administrator to sign a Professional Services Agreement with C. Mike Prewitt, PhD, Sole Proprietor to provide technical services for the Takatz Lake Hydroelectric Feasibility Project; and execute the Agreement on behalf of the Assembly of the City and Borough of Sitka.



# Memorandum

April 14, 2010

To: Jim Dinley, Municipal Administrator  
From: Christopher Brewton, Utility Director, Electric Department  
Subject: **Takatz Lake Hydroelectric Feasibility Project – Professional Services Agreement – C. Mike Prewitt, PhD, Sole Proprietor**

## Request

This is to request Assembly approval to authorize the Municipal Administrator to sign a Professional Services Agreement (PSA) between C. Mike Prewitt, PhD, Sole Proprietor (Consultant) and the City and Borough of Sitka (CBS) for technical services for the Takatz Lake Hydroelectric Feasibility Project.

## Background:

A formal Request for Qualifications (RFQ) for Professional Services was issued by the CBS on January 14, 2010 with an RFQ opening date of February 16, 2010. Nine (9) responses were received and evaluated. Based on these evaluations, Dr. Prewitt is imminently qualified for this project and provides very cost effective services for the CBS. Dr. Prewitt previously completed both the Blue Lake Relicense and Blue Lake Amendment applications for FERC and these projects have been very successful with few if any regulatory complications.

## Analysis:

CBS received a FERC preliminary permit on September 19, 2008, and has 36 months to complete all work necessary to apply for a project license. The Consultant will play a key role in completing necessary work to apply for a final license application. Critical elements the Consultant will provide include:

- 1) Prepare Scoping Document #2.
- 2) Develop study plans that describe detailed objectives, methods and required reporting for various environmental and field studies.
- 3) Develop draft Application for License that includes all necessary documents describing all design and operational aspects of the project as proposed for licensing.
- 4) Develop preliminary draft Environmental Assessment that describes existing environment, licensing impacts, and mitigation proposals.
- 5) Prepare Final License Application that includes all agency comments, presents CBS preferred alternative and proposed PM&E measures.

The PSA is attached which includes Appendices A-E which describe Scope of Services, Compensation Schedule, and Project Schedule.

**Fiscal Note:**

Appendix C, Compensation indicates a Not to Exceed (NTE) cost of \$170,000 for the duration of this contract. Sufficient funding in the Takatz Lake Hydroelectric Capital Project No. 90614 is available with a present balance of approximately \$578,000.

**Recommendation:**

I recommend the Assembly authorize the Municipal Administrator to sign a Professional Services Agreement with C. Mike Prewitt, PhD, Sole Proprietor for the Takatz Lake Hydroelectric Feasibility Project and execute the Agreement on behalf of the Assembly.

**Recommended Motion:**

I MOVE to authorize the Municipal Administrator to sign a Professional Services Agreement with C. Mike Prewitt, PhD, Sole Proprietor to provide technical services for the Takatz Lake Hydroelectric Feasibility Project; and execute the Agreement on behalf of the Assembly of the City & Borough of Sitka.

Cc: Dave Wolff, Finance Director  
Theresa Hillhouse, Municipal Attorney

**AGREEMENT TO PROVIDE  
PROFESSIONAL SERVICES TO  
THE CITY AND BOROUGH OF SITKA**

The **City and Borough of Sitka (“CBS”)** and **C. Mike Prewitt Ph.D, Sole Proprietor (“Contractor”)** individually referred to as “Party” and collectively referred to as “Parties,” enter into this “Agreement to Provide Professional Services to the City and Borough of Sitka” The terms, conditions, and consideration regarding this Agreement are set out below.

This Agreement consists of:

- Appendix A: Request for Qualifications
- Appendix B: Statement of Qualifications
- Appendix C: Compensation
- Appendix D: Scope of Services
- Appendix E: Schedule

**PART I**

**SECTION 1. DEFINITIONS**

For the purpose of this Agreement, the terms used herein shall have the following meaning:

- A. The term “CBS” shall mean “City and Borough of Sitka”.
- B. The term “Contractor” shall mean “C. Mike Prewitt Ph.D, Sole Proprietor”.
- C. “CBS” Authorized Representative shall be the person listed in Section 21(B)(2) of this Agreement.
- D. “Days” shall mean calendar days.

**SECTION 2. AGREEMENT TIME PERIOD**

- A. This Agreement becomes effective when signed and dated by both Parties, and covers the time period when professional services are provided by Contractor.
- B. Contractor shall perform for and on behalf of CBS regarding the services set out in the Scope of Services (attached as Appendix D). Except as expressly allowed under this Agreement, CBS need not grant the Contractor any extension in the time provided to complete the work under this Agreement. If the Contractor progress falls behind the project schedule, the Contractor shall commit additional resources to complete the work, or take such other additional steps as are

reasonably necessary to assure the completion of the work at no additional cost to CBS.

- C. Contractor shall perform for and on behalf of CBS the scope of work in an expedient and reasonable manner.

### **SECTION 3. RESPONSIBILITY OF THE CONTRACTOR**

At all times during the Contractor's performance under this Agreement, the Contractor shall possess and exercise the level of competence, knowledge and skill presently maintained by other practicing members of the profession in good standing in the same or similar localities.

Contractor must certify that the firm is authorized to do business in Alaska and provide proof of insurance and licensing.

### **SECTION 4. SCOPE OF SERVICE**

The services to be performed by the Contractor shall include all services required to complete the scope of work set forth in Appendix D & E and shall be in accordance with all applicable statutes, ordinances, rules and regulations.

### **SECTION 5. OWNERSHIP OF DOCUMENTS**

All plans, drawings, calculations, supporting data and specifications, originals and tracings shall become the property of CBS. Such documents shall be transmitted to CBS prior to the time of final payment for the work under this Agreement. The Contractor shall be entitled to retain and reference record copies and electronic files of all documents.

All designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with Energy Authority grant funds are public domain. In particular, the following language is in place: "Except as otherwise specifically agreed, and without limiting any Intellectual Property requirements of a federal funding agency, the Energy Authority shall have unlimited rights to use and to disseminate any data produced or delivered in the performance of the contract."

### **SECTION 6. TERMINATION**

This Agreement may be terminated:

- A. By mutual consent of the Parties;
- B. For the convenience of CBS, provided that CBS notifies the Contractor of its intent to terminate under this paragraph in writing at least 10 days prior to the effective date of the termination; or

- C. For cause, by either Party where the other Party fails in any material way to perform its obligation under this Agreement; provided, however, that as a condition of the exercise of its right of termination under this subsection, the terminating Party shall notify the other Party of its intent to terminate this Agreement in writing, state with reasonable specificity the grounds, and allow the defaulting Party to cure the default within thirty (30) days of receiving the notice.
- D. Termination pursuant to this Section shall not affect the Parties continuing obligations under this Agreement.

#### **SECTION 7. DUTIES UPON TERMINATION**

- A. If CBS terminates this Agreement for convenience, CBS shall pay the Contractor the value of any services satisfactorily rendered prior to termination. Payment under this Section shall never exceed the total compensation possible under Section 9. CBS may terminate the work upon ten (10) days written notice to Contractor. Within ten (10) days after the Agreement terminates, Contractor shall deliver to CBS all finished and unfinished notes, reports, drawings and materials prepared by the Contractor which shall become the property of CBS.
- B. If this Agreement is terminated for cause, CBS shall pay the Contractor the value of the services satisfactorily rendered prior to termination less any damages suffered by CBS because of the Contractor's failure to perform satisfactorily. Any finished or unfinished documents or materials shall become the property of CBS at its option. Under no circumstances shall payment under this Section exceed the total compensation possible under Section 9.
- C. If the Contractor has received payments prior to termination in excess of the amount to which he is entitled under Subsection A or B of this Section, the excess amount shall be remitted to CBS within 30 days after receipt of CBS's notice to that effect.
- D. The Contractor shall not be entitled to compensation under this Section until the Contractor has delivered to CBS all documents, records, work products, materials and equipment owned by CBS, related to this Agreement and/or requested by CBS, as provided in Subsection A and B of this Section.
- E. CBS need not recognize any claim by the Contractor for reimbursable expenses or costs incurred after the time which the Contractor receives notice of termination under this Section.

#### **SECTION 8. INDEMNIFICATION**

- A. The Contractor shall indemnify, defend, save, and hold CBS harmless from any claims, lawsuits or liability, including attorney's fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor occurring during the course of or as a result of the Contractor's performance pursuant to this Agreement.
- B. The Contractor shall not indemnify, defend, save, and hold CBS harmless from any claims,

lawsuits, liability, or attorney's fees and costs, arising from wrongful or negligent acts, errors or omissions solely by the City and Borough of Sitka occurring during the course of or as a result of the performance of this Agreement.

- C. Where claims, lawsuits, or liability, including attorney's fees and costs, arise from wrongful or negligent acts of both CBS and the Contractor, the Contractor shall indemnify, defend, save and hold CBS harmless from only that portion of claims, lawsuits or liability, including attorney's fees and costs, which result from the Contractor's wrongful or negligent acts occurring during the course of or as a result of the Contractor's performance pursuant to this Agreement.

## **SECTION 9. PAYMENT**

- A. For the Contractor's services, as described in Appendix D & E of this Agreement, compensation will be paid on a time and expense basis, as defined in Appendix C unless otherwise mutually agreed upon by both Parties prior to commencing additional work.
- B. The Contractor shall present invoice(s) to the CBS's Authorized Representative at 100 Lincoln St. Sitka Alaska 99835. Such invoice(s) shall describe the work for which payment is sought and shall document expenses and fees to the satisfaction of the CBS's Authorized Representative. Invoices shall not be submitted more frequently than once every 30 days.
- C. CBS's Authorized Representative shall approve, or not approve, and make payment on invoices within 30 days of receipt of invoice. If invoice is not approved the CBS must notify the consultant and may withhold payment on the portion not approved, payment must be made on the approved portion.
- D. The Contractor shall be entitled to no compensation under this Agreement beyond the amount of the CBS's express obligation under Subsection A above.
- E. For the purposes of section 9 the invoices shall be presented to Christopher Brewton, Utility Director, City & Borough of Sitka Electric Department, 105 Jarvis Street, Sitka, Alaska 99835.

## **SECTION 10. AUDIT: ACCESS TO RECORDS**

- A. The Contractor shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement. CBS's Authorized Representatives shall have the right to examine such records and accounting procedures and practices.
- B. CBS's Authorized Representative shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation, pricing and performance Agreement, and any change or modification for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

- C. The materials described in this Section shall be made available at the business office of the Contractor at all reasonable times for inspection, audit or reproduction, for a minimum of three (3) years from the date of final payment under this Agreement and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.
- D. If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available to CBS by the Contractor for a minimum of three (3) years from the date of any resulting final settlement.
- E. Records which relate to claims or litigation or the settlement of claims arising out of the performance of this Agreement shall be made available to CBS by the Contractor until such claims or litigation have been concluded.

#### **SECTION 11. RELATIONSHIP OF PARTIES**

The Contractor shall perform the obligations in this Agreement as an independent Contractor of CBS. CBS may administer the Agreement and monitor the Contractor's compliance with its obligations. CBS shall not supervise or direct the Contractor other than as provided in this Section.

#### **SECTION 12. ASSIGNMENTS**

Unless otherwise allowed by this Agreement or in writing by CBS, any assignment by the Contractor of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Contractor to assign any part of its interest or delegate duties under this Agreement shall give CBS the right immediately to terminate this Agreement without any liability for work performed.

CBS reserves the right to approve all sub-consultant agreements.

#### **SECTION 13. NONDISCRIMINATION**

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, national origin, ancestry, age, sex or marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical handicap. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on jobs relating to this Agreement, that all qualified applicants will receive consideration for

Agreement To Provide Professional Services To The City and Borough of Sitka

C. Mike Prewitt Ph.D, Sole Proprietor

employment without regard to race, color, religion, national origin, ancestry, age, or marital status or mental or physical handicap.

- C. The Contractor shall include the provisions of Subsection A of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such subcontractor or vendor of the Contractor under this Agreement.
- D. The Contractor shall comply with all applicable Federal, State and Municipal laws concerning the prohibition of discrimination.

**SECTION 14. COPYRIGHTS AND RIGHTS IN DATA**

All documentation, including notes, drawings, reports and other technical information, hereinafter referred to as work products, produced under this Agreement, except items which have pre-existing copyrights, are the property of the CBS. Payments to the Contractor for services hereunder include full compensation for all work products produced by the Contractor and its subcontractor.

All such subject data furnished by the Contractor pursuant to this Agreement are instruments of the Contractor's services in respect to this particular project. It is understood that the Contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the CBS reuses the subject data without the Contractor's specific written verification of adaption, such reuse will be at the risk of CBS, without liability to the Contractor. Any such verification of adaption requested in writing by CBS at CBS' s sole option will entitle the Contractor to further compensation at rates agreed upon by CBS and Contractor.

**SECTION 15. NOTICES**

Any notice required pertaining to this Agreement shall be in writing and either personally delivered or mailed by prepaid, first class, registered or certified mail, return receipt requested, to the following addresses:

**CITY AND BOROUGH OF SITKA:**

Attn: James Dinley  
City and Borough of Sitka  
100 Lincoln Street  
Sitka, Alaska 99835

**CONTRACTOR:**

Attn: C. Mike Prewitt Ph.D  
8205 Ashworth Ave. N.  
Seattle, WA 98103

**SECTION 16. CLAIMS AND DISPUTES**

If the Contractor becomes aware, or reasonably should have become aware, of any act or occurrence which may form the basis of a claim, the Contractor shall immediately notify in writing the CBS's Authorized Representative. If the matter cannot be resolved within seven (7) days, the Contractor

shall, within the next fourteen (14) days, submit a written notice of the claim. The Contractor shall, in presenting the claim, include the facts and circumstances surrounding the claim, the specific relief requested including any additional compensation claimed and the basis upon which it was calculated, and the provisions of this Agreement under which the claim is made. This procedure covers all claims by the Contractor for additional compensation or any extension of the time for performance or any dispute regarding a question of fact or interpretation of this Agreement. The Contractor agrees that unless these written notices are provided, the Contractor shall have no entitlement to additional time nor compensation for such act, event or condition.

#### **SECTION 17. SUCCESSORS AND ASSIGNS**

CBS and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement.

#### **SECTION 18. INSURANCE**

A. The Contractor shall at all times during the term of this Agreement, maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Agreement, the Contractor shall furnish the CBS with proof of insurance in accordance with Subsection B of this Section in a form acceptable to the CBS.

B. Type of coverage:

- |    |   |   |
|----|---|---|
| 1. | <u>General Liability</u>                  | \$1,000,000                                       |
| 2. | <u>Workman's Compensation</u>             | Statutory, if Contractor has additional employees |
| 3. | <u>Comprehensive Automotive Liability</u> | \$500,000   |
| 4. | <u>Professional Errors and Omissions</u>  | Waived  |

C. Insurance Notes

1. CBS shall be named as an additional named insured on the required general liability. CBS shall also be granted a full waiver of any rights of subrogation under all required policies including Workmen's Compensation policy. These requirements extend to all subcontractors.
2. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to CBS by certified mail.

Agreement To Provide Professional Services To The City and Borough of Sitka

C. Mike Prewitt Ph.D, Sole Proprietor

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**SECTION 19. PERMITS, LAWS AND TAXES**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlement necessary to its performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

**SECTION 20. NON-WAIVER**

The failure of either Party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part of the Agreement, or the right of such Party to enforce each and every provision of the Agreement.

**SECTION 21. AMENDMENT**

- A. This Agreement shall only be amended, modified or changed by a written amendment, executed by authorized representatives of the Parties, and such amendment shall be attached to this Agreement as an appendix.
- B. For the purposes of any amendment, modifications or change to the terms and conditions of this Agreement, the only authorized representatives of the Parties are:
  - 1. C. Mike Prewitt Ph.D – For Contractor
  - 2. James Dinley, Municipal Administrator - For CBS
- C. Any attempt to amend, modify or change this Agreement by either an unauthorized representative or unauthorized means, shall be void.

**SECTION 22. SEVERABILITY**

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

**SECTION 23. JURISDICTION - CHOICE OF LAW**

Any civil action rising from this Agreement shall be brought in the Alaska Superior Court First Judicial District at Sitka. The law of the State of Alaska shall govern the rights and obligations of the Parties under this Agreement.

**SECTION 24. INTEGRATION**

This Agreement and all appendices and amendments embody the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement.

This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the Parties.

**IN WITNESS**, the Parties execute this Agreement in duplicate on the date shown below, and by their signatures, confirm they are authorized to sign this Agreement.

**CITY AND BOROUGH OF SITKA**

**CONTRACTOR**

\_\_\_\_\_  
James Dinley, Municipal Administrator

\_\_\_\_\_  
C. Mike Prewitt Ph.D, Sole Proprietor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN NO. \_\_\_\_\_

**ATTEST:**

**CERTIFIED FUNDS AVAILABLE:**

\_\_\_\_\_  
Colleen Pellett, MMC  
Municipal Clerk

Fund Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date: \_\_\_\_\_

Amount of Contract: NTE \$170,000

\_\_\_\_\_  
David L. Wolff, Finance Director

**APPROVAL OF CONTRACT FORM**

Date: \_\_\_\_\_

\_\_\_\_\_  
Theresa Hillhouse  
Municipal Attorney

Date: \_\_\_\_\_

## APPENDIX (A)

### AGREEMENT TO PROVIDE PROFESSIONAL SERVICES TO THE CITY AND BOROUGH OF SITKA

#### TAKATAZ LAKE HYDROELECTRIC PROJECT FERC No. 13234

#### REQUEST FOR QUALIFICATIONS

##### A. Overview

The City & Borough of Sitka (CBS) wishes to hire a qualified consultant to prepare a license application for the Takatz Lake Hydroelectric Project No. 13234-000 and complete the requisite FERC requirements for that application. CBS received a FERC preliminary permit on September 19, 2008, and on April 28, 2009 received FERC approval for the following:

- a. Alternative Licensing Process (ALP),
- b. Communication Protocol (CP).

Scoping Document #1 was completed and Scoping Meetings were held on October 7, 2009 in Juneau, Alaska, and October 8, 2009 in Sitka, Alaska. The comment period for this meeting closed on December 8, 2009.

The scope of work will include the following tasks:

- 1) Prepare Scoping Document #2.
- 2) Develop study plans that describe detailed objectives, methods and required reporting for various environmental and field studies.
- 3) Develop draft Application for License that includes all necessary documents describing all design and operational aspects of the project as proposed for licensing.
- 4) Develop preliminary draft Environmental Assessment that describes existing environment, licensing impacts, and mitigation proposals.
- 5) Prepare Final License Application that includes all agency comments, presents CBS preferred alternative and proposed PM&E measures.

Work will begin immediately upon implementation of a contract with the selected consultant firm, following negotiation of a contract acceptable to the CBS. The estimated notice of award date is February 23, 2010. In their response, the Consultant shall identify a brief plan to expedite tasks 1 and 2 to facilitate commencement of studies in the 2010 field season.

##### B. Requirements for Responses to Request for Qualifications

Consultants/Consulting firms submitting Statements of Qualifications must include the following in a concise packet:

1. Legal name of consulting firm/sole proprietorship

2. Address, phone number and fax number
  3. E-mail address and/or website address (if available)
  4. Statement of Qualifications and description of the firm' expertise in this area
  5. A list of similar projects your firm has completed
  6. Designated project manager, staff roster, experience and availability
  7. References for similar recent assignment
  8. Brief plan to address Task 1-2 completion
- Consulting firms responding to this request for qualifications will be evaluated and ranked based on the following criteria (100 points total):

1. Firm's successful experience completing previous FERC license applications, with emphasis on experience working in Southeast Alaska. (40 points)
2. Key personnel: education, experience, certifications, registrations. (20 points)
3. Sufficient resources and ability to complete specified tasks in a timely manner. (40 points)

**C. Submissions and Inquiries**

The CBS encourage disadvantaged, minority, and women-owned consultant firms to respond. Please submit four (4) copies of your Statement of Qualifications to:

The Municipal Clerk, City Hall, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 until **4:00 p.m. local time Tuesday , February 16, 2010**. Submittals received after the time fixed receipt will not be considered. Any questions regarding this project should be directed to Christopher Brewton, Utility Director, City & Borough of Sitka Electric Department, at [chrisb@cityofsitka.com](mailto:chrisb@cityofsitka.com) , (907) 747-1870.

The City and Borough of Sitka reserves the right to accept or reject any and all proposals that may result from a selected professional service consultant, waive irregularities or information in the submittals, and award the contract to the respondent that best meets the selection criteria. If deemed necessary, the selection process may expand to include interviews.

NOTICE GIVEN by the Municipal Administrator, City and Borough of Sitka, this 14<sup>th</sup> day of January 2010.

CITY AND BOROUGH OF SITKA

  
James Dinley, Municipal Administrator

Dates of Publication:

Sitka Daily Sentinel: January 18, 20 and 25, 2010  
Juneau Empire: January 18, 20 and 25, 2010  
Anchorage Daily News: January 18, 20 and 25, 2010  
Seattle: January 18, 20 and 25, 2010

**APPENDIX (B)**

**AGREEMENT TO PROVIDE  
PROFESSIONAL SERVICES TO  
THE CITY AND BOROUGH OF SITKA**

**TAKATAZ LAKE HYDROELECTRIC PROJECT  
FERC No. 13234**

**STATEMENT OF QUALIFICATIONS**

See Attached.

**STATEMENT OF QUALIFICATIONS**

*In response to:*

**REQUEST FOR QUALIFICATIONS (RFQ)  
BY THE CITY AND BOROUGH OF SITKA, ALASKA FOR PROFESSIONAL  
SERVICES FOR THE TAKATZ LAKE HYDROELECTRIC PROJECT**

*Prepared by:*

**C. Mike Prewitt Ph.D**

**Address: 8205 Ashworth Ave N, Seattle, WA, 98103,  
Phone: 206-525-3483,  
Cell Phone, 206-853-0706  
Fax: 206-524-0134**

**February, 2010**

**C. Mike Prewitt, Ph.D.**  
**8205 Ashworth Ave. N. Seattle WA, 98103-4434**

**Phone 206-525-3483, Fax 206-524-0134**  
**Cell: 206-853-7060**

**E-mail: [cmikeprewitt@gmail.com](mailto:cmikeprewitt@gmail.com)**

**Date:** February 10, 2010

**To:** The Municipal Clerk, City Hall,  
City and Borough of Sitka  
100 Lincoln Street,  
Sitka, Alaska, 99835

**Subject:** Statement of Qualifications, C. Mike Prewitt Ph.D., for Takatz Lake  
Hydroelectric Project, FERC No. 13234


**Dean Sir or Madame:**

C. Mike Prewitt Ph.D. is pleased to submit the attached Statement of Qualifications in response to your January 18, 2010, Request for Qualifications (RFQ) concerning services on the Subject project. As you know, Dr. Prewitt has been Sitka's FERC consultant since 2002 and has conducted all of Sitka's work of the type described in the RFQ since that time.

Dr. Prewitt brings over 35 years of collective experience and 28 years of hydroelectric licensing experience to this task. He has served as Sitka's lead FERC consultant on the Blue Lake Project relicensing, the Blue Lake Project Expansion amendment application, and the Takatz Lake hydro project licensing, subject of this RFQ. His track record on those City of Sitka projects is exemplary in terms of quality and quantity of material, timeliness of delivery and control of overall costs.

Thanks for the opportunity to provide this Statement of Qualifications. If you have questions, don't hesitate to contact me at the letterhead numbers or email address.

Sincerely,



C. Mike Prewitt Ph.D.

**STATEMENT OF QUALIFICATIONS**

*In response to:*

**REQUEST FOR QUALIFICATIONS (RFQ)  
BY THE CITY AND BOROUGH OF SITKA, ALASKA, FOR PROFESSIONAL  
SERVICES FOR THE TAKATZ LAKE HYDROELECTRIC PROJECT**

*Prepared by:*

C. Mike Prewitt Ph.D

February, 2010

C. Mike Prewitt Ph.D. is pleased to submit the following statement of qualifications for professional services for the Takatz Lake hydroelectric project.

**Legal name of consulting firm/sole proprietorship**

C. Mike Prewitt Ph.D, sole proprietorship, Washington Business License Number 602 123 583

**Address, phone number and fax number**

Address: 8205 Ashworth Ave N, Seattle, WA, 98103,  
Phone: 206-525-3483,  
Cell Phone, 206-853-0706  
Fax: 206-524-0134

**E-mail address and/or website address**

Cmikeprewitt@gmail.com

**STATEMENT OF QUALIFICATIONS and DESCRIPTION of the FIRM'S  
EXPERTISE IN THIS AREA**

C. Mike Prewitt Ph.D. is a sole proprietorship business offering Dr. Prewitt's experience in broad-scope management of the FERC licensing, exemption, amendment and other processes for hydroelectric projects. Dr. Prewitt has served as Sitka's FERC consultant since 2002 and has been the primary FERC licensing manager on the Blue Lake Hydroelectric Project relicensing and the Lake Diana and Takatz Lake licensings. His

knowledge of the Takatz Lake Project, the City's electrical needs and generating facilities, and the flora, fauna and socio-cultural aspects of Baranof Island and Southeast Alaska is exceptional. The following sections document Dr. Prewitt's expertise and background in the kinds of work necessary to successfully address the needs of this RFQ:

### **GENERAL BACKGROUND and EXPERIENCE**

Dr. Prewitt has served to coordinate engineering, economic and environmental elements of hydroelectric project development and licensing for the past 28 years on over 30 projects in Alaska and throughout the Lower 48. He has a strong background in application of the FERC licensing process including preparation of National Environmental Policy Act (NEPA) documents, development of all resource study plans including fish, water resources, wildlife, botanical, cultural, aesthetic, recreation, socio-economic and other resources. He has been the lead author of over 12 Environmental Impact Statements (EIS's) and Environmental Assessments (EA's) which have formed the environmental basis for issuance FERC hydroelectric project licenses nationwide.

### **NEPA PROCESS and DOCUMENT PRODUCTION**

Dr. Prewitt is especially qualified to complete work on the Takatz Lake Scoping process. He has managed the Scoping process (including Scoping meetings and preparation of Scoping Documents 1 and 2) for over 12 major hydro projects nationwide as part of his support services for the FERC.

With City of Sitka staff, he conducted Scoping for the Blue Lake Project relicensing and the Blue Lake Project Expansion amendment application process. He has prepared both draft and final Environmental Impact Statements (EIS's) and Environmental Assessments (EA's) for hydro projects in both the lower 48 and Alaska, including the draft and final EA's for the Blue Lake Project relicensing. He is currently near completion of the draft EA for the Blue Lake Project Expansion amendment application.

### **STUDY PLANNING and MANAGEMENT**

Dr. Prewitt is highly qualified to lead a group of study contractors to complete all studies in the resource areas listed above. On both the Blue Lake Project relicensing and Expansion, Dr. Prewitt oversaw all fisheries, wildlife, botanical and cultural resources work and coordinated between the specialty contractors and the City. He was instrumental in preparing the study plans and reports for each of these resources.

Dr. Prewitt is also very well versed in the regulatory and management aspects of natural resources in Alaska. He has worked since 1982 within Alaska's unique resource agency framework and with its Alaska-specific statutes, regulations and personnel.

## **AGENCY RELATIONSHIPS and CONSULTATION**

Dr. Prewitt has been an integral part of all consultation with state and federal resource agencies and FERC on every aspect of the projects he's done for the City. He fully recognizes the criticality of good relationships among the applicant, agencies, Indian tribes and the FERC. His technical understanding of resource issues and agency perspectives has brought immense advantage to the City in negotiating study scopes, issues and final terms and conditions. The lack of dispute over study scopes, reports and mitigation measures on the Blue Lake relicensing speak to his effectiveness in guiding these crucially important process.

## **ENGINEERING COORDINATION**

One of Dr. Prewitt's greatest strengths on hydro project licensing is his ability to coordinate with and understand the engineering components of these projects. He has worked in close association with Dean Orbison of the Electric Department for over 8 total years on the Blue Lake project relicensing and Expansion, as well as on the Lake Diana and Takatz Lake projects. His success in this area has served as the basis for the very favorable outcomes on the Blue Lake project relicensing and the progress thus far on the Blue Lake Project Expansion.

## **COMMUNICATION and WRITING SKILLS**

Dr. Prewitt brings exceptional abilities to communicate, both verbally and in writing, to the diverse audience which comprises the hydro project review community. In his tenure with Sitka and on other projects nationwide, he has prepared for and presented literally dozens of public and agency meetings from which the predominant feedback has been that the meetings were clear and informative. His writing skills have benefited the City through production of dozens of clear, concise documents, including general correspondence, study plans, study reports, Scoping documents and Environmental Assessments.

## **COST CONTROL**

Dr. Prewitt works as a sole proprietor and carries no overhead billing. His billing rate is consistently less than comparable rates from consulting firms or other small businesses. He has established a business ethic under which he bills only for work performed and for exact hours expended. He controls services and expenses costs while on travel and works with utmost efficiency in preparing documents and conducting needed communication with the project team. The result of this to the City of Sitka has been a product and outcome of unparalleled quality at costs which are a fraction of those expended on similar projects by large consulting firms. Dr. Prewitt invites detailed scrutiny of his overall costs to the City of Sitka over his term as FERC licensing consultant, with assurance that he will assure the same cost efficiency in the future.

## **TECHNICAL SPECIALTIES**

Dr. Prewitt is highly qualified in the area of Instream Flow quantification, having served in various capacities at the US Fish and Wildlife Service Cooperative Instream Flow Services Group in Ft. Collins, CO, during development of the Instream Flow Incremental Methodology (IFIM). This method is the most often employed means of determining instream flow impacts relative to hydro project operations, and was used successfully on the Blue Lake project relicensing.

Another of Dr. Prewitt's technical specialties is simulation modeling of reservoir and project operations of one or several water resources projects in single or adjoining river basins. These techniques were critical to the development of highly favorable terms and conditions for operation of the Blue Lake Project on relicensing.

## **A LIST OF SIMILAR PROJECTS YOUR FIRM HAS COMPLETED**

Following is a list of Alaska hydroelectric projects on which Dr. Prewitt has been the FERC licensing manager. On two of the projects, Dr. Prewitt served in this position from the onset of the licensing process until the original or renewed license was issued, and, in the case of one project, through construction and completion of a multi-year monitoring program. This experience, with management level involvement from start to finish of a project, has been invaluable in developing and understanding the broad perspectives and the detailed needs leading to successful hydropower project licensing.

### **BLUE LAKE HYDROELECTRIC PROJECT RELICENSING (2002-2008)**

In this position, Dr. Prewitt was responsible for guiding the City of Sitka through the relicensing process for the Blue Lake hydroelectric project, the City's primary electrical generation source. The relicensing for the Blue Lake project was completed on schedule and within a strict budget in 2008, with issuance of a new 30-year license. Total cost for measures to protect, mitigate and enhance potentially-affected resources was one of the most favorable ever seen by FERC.

On this Project, Dr. Prewitt conducted numerous technical and process meetings with Stakeholders, prepared draft and final study plans, assisted significantly in resource report writing, and prepared extensive license application and amendment material. He was instrumental in resource agency consultation and development of terms and conditions.

### **BLUE LAKE PROJECT EXPANSION AMENDMENT APPLICATION (2007-PRESENT)**

Dr. Prewitt has been the City's FERC consultant on a proposal to expand the generating capacity of the Blue Lake project. The proposal involves raising the existing Project dam by as much as 83 feet and installing a new powerhouse and set of turbines to significantly increase the existing Project's generating capacity. The goal of the work is to obtain a

capacity-related amendment to the Project's existing FERC license. The amendment process for a project of this scale is essentially the same as for the process which would be required for a major new hydroelectric project.

Dr. Prewitt has managed all phases of the environmental work on this project, including initial consultation, study planning, study conduct and report writing. He assisted in the Scoping process and prepared the Preliminary Draft Environmental Assessment which is a major component of the draft amendment application due to be submitted at the end of February, 2010.

#### **TAKATZ LAKE PROJECT INITIAL CONSULTATION, ALP PROCESS APPLICATION, SCOPING PROCESS (2008-PRESENT)**

Dr. Prewitt has been the primary FERC consultant on the proposed 27 megawatt (MW) Takatz Lake Project, which is the subject of this RFQ. He led the efforts to obtain a FERC Preliminary Permit and to conduct early consultation including preparation of the Pre-Application Document (PAD), Notice of Intent (NOI), and a request to use the Alternative Licensing Process (ALP). The PAD was accepted by FERC and its review by Stakeholders resulted in only minimal comment with regard to completeness and accuracy. The ALP is a collaborative process successfully employed on the Blue Lake relicensing and other of the project's on which Dr. Prewitt has been licensing manager in Alaska and the lower 48.

Dr. Prewitt also prepared the draft Scoping Document 1 (SD1) and participated in the Scoping meetings in Juneau and Sitka. He began work on Scoping Document 2 (SD2) and is well along in incorporating comments from both the public meetings and written submittals from Stakeholders.

#### **OTHER RELATED WORK**

A more comprehensive list of Dr. Prewitt's experience and achievements in areas related to the Takatz Lake Project may be found in the attached resume.

#### **DESIGNATED PROJECT MANAGER, STAFF ROSTER, EXPERIENCE AND AVAILABILITY**

##### **PROJECT MANAGER**

Dr. Prewitt will serve as overall project manager for the scope of services described in the RFQ, in the same capacity as he has served on previous FERC licensing or amendment process for Sitka. He will report directly to the Electric Department Director and to the assigned Sitka engineering manager, as requested. He will oversee all technical aspects of the licensing process, including Scoping, study planning, study conduct, study report writing and license application, as directed.

## **PROJECT TEAM**

Dr. Prewitt proposes to use a core team consisting of himself as lead licensing manager and at least three local resource specialists with whom Dr. Prewitt has worked intensively for as many as 7 years on Sitka's other hydroelectric project licensing needs. The three consultants, and their resource specialties are: Karl Wolfe (fisheries); Kent Bovee, (wildlife); and Kitty LaBounty, (botanical resources). Dr. Prewitt has also overseen work by Paul Rushmore of Wrangell, Alaska, on cultural resources studies for both the Blue Lake Project relicensing and the Blue Lake Expansion. Dr. Prewitt and these contractors will be able to "hit the ground running" on the study planning and study conduct for the 2010 Takatz Lake Project field season. For this Project, Dr. Prewitt proposes that the City contract directly and individually with each of these specialists, as has been done in the past.

As study planning progresses, Dr. Prewitt and the Electric Department staff will assess needs for other study specialists, and will augment the core team to the extent possible using Alaska labor and local hires. This process has afforded the advantages of a high level of local and regional resource knowledge, lower costs due to reduced travel expenses, and credibility with resource agencies.

## **MANAGEMENT AND TEAM AVAILABILITY**

Dr. Prewitt has discussed, as part of his role on both the Blue Lake and Takatz Projects, the availability of Mssrs. Wolfe, Bovee and Rushmore and Ms. LaBounty and has been assured of their availability for the 2010 field season. Dr. Prewitt himself will be working on the Blue Lake Expansion during the remainder of 2010 and will be available both in Seattle and Sitka. His joint work on both the Blue Lake Expansion and Takatz Lake projects will afford travel cost savings because he will be able to address both the Blue Lake Expansion and the Takatz Lake projects under a single set of travel expenses.

## **REFERENCES for SIMILAR RECENT ASSIGNMENT**

### **Michael Favors, Nushagak Electric and Telephone Cooperative.**

Nushagak Electric and Telephone Cooperative  
557 Kenny Wren Road  
Post Office Box 350  
Dillingham, AK, 99576  
907-842-5251  
[MFavors@nushagak.coop](mailto:MFavors@nushagak.coop)

### **Clay Koplín, CEO, Cordova Electric Cooperative.**

Cordova Electric Cooperative  
PO Box 20,  
Cordova, Alaska, 99574

907-424-5026  
[ckoplin@cordovaelectric.com](mailto:ckoplin@cordovaelectric.com)

**Dean Orbison, City and Borough of Sitka Electric Department. Engineer**

105 Jarvis Street  
Sitka, Alaska, 99835  
907-747-1827  
[deano@cityofsikta.com](mailto:deano@cityofsikta.com)

**Charlie Walls, former Utility Director, City and Borough of Sitka Electric Department.**

PO Box 5457  
Amarillo, Texas, 79117-5457  
Cell: 806-231-5281  
[ccwalls@gmail.com](mailto:ccwalls@gmail.com)

## **BRIEF PLAN to ADDRESS TASK 1-2 COMPLETION**

### **TASK 1. PREPARE SCOPING DOCUMENT 2.**

Dr. Prewitt and the Electric Department staff helped prepare Scoping Document 1 and attended both the Juneau and Sitka Scoping Meetings. After the meetings, FERC staff began preparation of SD2 by modifying SD1 to address some of the oral comments at the Scoping meetings. The FERC staff then directed the City to complete those revisions and to incorporate the written comments which came in after a 30-day review period. Dr. Prewitt has already reviewed the FERC-prepared portions of the SD2 and has partially edited the document to more completely address oral comments at the Scoping Meetings and written comments from Stakeholders. The primary task in completing SD2 will be to thoroughly review the meeting transcripts and written comments to assure that all have been addressed.

For Scoping and other documents on the Blue Lake relicensing, Blue Lake Expansion, Lake Diana and Takatz Lake Projects, Dr. Prewitt has implemented a comment incorporation system in which each comment from a specific party is numbered and the numbered comments are listed in a Table, along with the action taken on the comment relative to draft document revisions, and the place in the final document where the revision would be found. This comment incorporation method has been well received by Alaska Stakeholders and FERC on numerous documents prepared by Dr. Prewitt.

Dr. Prewitt and City staff will prepare a second draft SD2 and send it to FERC staff in Washington D.C. and Portland for approval and finalization. It is expected that the FERC staff will assume authorship of the SD2 and will file it at the Commission and distribute it to the Stakeholder mailing list. FERC may assign distribution to the City, in which case the City staff will distribute the document via email, while retaining a paper

copy of the document at the Electric Department or for distribution to those requesting a hard copy.

**TASK 2. DEVELOP STUDY PLANS that DESCRIBE DETAILED OBJECTIVES, METHODS and REQUIRED REPORTING for VARIOUS ENVIRONMENTAL and FIELD STUDIES.**

Dr. Prewitt and the Takatz Lake team will be able to start immediately on the 2010 resource studies. Because he has worked closely for many years with the primary members of the team, he will implement the study planning process by using study plan "templates" (prepared by him for his other projects done for the City) for the fisheries, wildlife, botanical and cultural resource studies and having the respective specialists add site specific detail and responsiveness to existing agency study requests to them.

Because Dr. Prewitt was the lead author for all fish, wildlife and botanical study plans for the Blue Lake relicensing and Blue Lake Expansion, he has extensive knowledge of the process leading from study plans to final study reports. This knowledge promotes development of meaningful Objectives, relevant to resource agency concerns at the local and regional level. Study plans will also reflect the need for study results which support the Existing Environment and Impacts sections of the NEPA documents which will be required in the license application.

Study requirements for FERC licensing differ significantly from requirements for other lead agencies and Dr. Prewitt's and the study team's experience with these specific needs will assure that all FERC-required study and reporting elements are addressed, while not spending unneeded time and money on studies which do not directly support FERC and agency needs.

Dr. Prewitt and the study team have exceptional experience in proposing study methods which address the unique attributes of Barnof Island terrain, access, vegetation and safety concerns. This allows a high level of detailed proposal in the Methods sections of the draft plans which reduces the need for successive drafts to define more detailed methods for agency approval.

The resulting draft study plans for fish, wildlife, botanical and cultural resources will be ready for distribution within one month after initiation of the contract. The plans will be distributed with requests for comment within 30 days. During the review period, Dr. Prewitt, the resource contractors and City staff may schedule specific study meetings to more efficiently negotiate detailed plan elements for the various plans. All study planning communication and coordination will be in accord with the Takatz Project Communications Protocol which is referenced in FERC's authorization of use of the Alternative Licensing Process.

After the comment period, Dr. Prewitt and the resource specialists will incorporate comments and results of meetings (if applicable) into final study plans for the various resources. The goal will be to develop final plans by May 1, 2010, to allow work using

agency-approved methods on resources which need to be studied in Spring such as rainbow and cutthroat trout and emergence and outmigration of various salmon species. Early study plan finalization will also facilitate buying equipment and arranging for travel logistics such as flight time and boats which often become scarce when the recreation season peaks in summer.

Because snow cover may linger in the Takatz and Baranof basins until mid-July, studies may not be possible before that time. However, because weather in the area is so variable from one year to the next, it will be beneficial to be ready as early as possible.

## **Professional Resume**

**C. Mike Prewitt, Ph.D.**

1415 140<sup>th</sup> Ave. NE, No. 9  
Bellevue, WA, 98005

Ph. 425-957-1874, FAX 425-957-4782,  
e-mail mpwho@aol.com

November, 2001

### **PROFESSIONAL EXPERIENCE SUMMARY**

Dr. Prewitt has 35 years of experience in water resource project planning and assessment with an emphasis on hydroelectric project licensing and related studies. He has managed the Federal Energy Regulatory Commission (FERC) licensing process for more than sixty hydroelectric projects nationwide. He has worked since 1982 on hydroelectric project licensing and compliance, as well as on major and controversial hydro project nationwide. He holds Master's and Ph.D. degrees in fishery biology and aquatic ecology, respectively, and has extensive experience in western water resource project studies and impact issues.

Dr. Prewitt has served since 2002 as the FERC licensing consultant for the City and Borough of Sitka, Alaska. In this position, he was responsible for coordination of the relicensing the Blue Lake hydroelectric project and for development of license amendment application material for the Blue Lake Expansion project. He has conducted all licensing related work to date on the proposed Takatz Lake hydro project on Baranof Island.

He also currently serves as the FERC and hydropower project licensing consultant for Cordova Electric Cooperative (CEC) in Cordova, Alaska, and for Nushagak Electric and Telephone Cooperative (NETC) of Dillingham, Alaska.

As project manager of the Environmental Support Services contract for the Federal Energy Regulatory Commission (FERC) between 1988 and 1992, he supervised preparation of the Environmental Impact Statements (EIS's) and Environmental Assessments (EA's) for several of the most controversial and complex hydroelectric projects in the U.S. He is particularly skilled at communication of complex technical processes and issues to decision-makers.

He was an assistant professor at the University of Alaska's Arctic Environmental Information and Data Center (AEIDC) in Anchorage, Alaska, where he worked on the impact assessment studies for the proposed Susitna Hydropower Project.

Dr. Prewitt was an original member of the U.S. Fish and Wildlife Service teams which developed both the Instream Flow Incremental Methodology (IFIM) and the Habitat Evaluation Procedures (HEP.) These methods are used extensively in aquatic and terrestrial impact assessment and mitigation related to hydroelectric and other water-resource development projects.

## **EDUCATION**

**B.A.** University of Colorado, Zoology; 1969

**M.S.** Colorado State University, Fishery Biology; 1977

**Ph.D.** Colorado State University, Aquatic Ecology; 1982

## **DESCRIPTION of EXPERIENCE and ACCOMPLISHMENTS**

### **FERC LICENSING CONSULTANT, CITY and BOROUGH of SITKA, ALASKA (2002-Present)**

#### **Blue Lake Hydroelectric Project Relicensing**

In this position, Dr. Prewitt was responsible for guiding the City of Sitka through the relicensing process for the Blue Lake Project, the City's primary electrical generation source. The relicensing for the Blue Lake project was completed on schedule and within a strict budget in 2008, with issuance of a new 30-year license. Total costs for measures to protect, mitigate and enhance potentially-affected resources was one of the most favorable ever seen by FERC.

Dr. Prewitt supervised all elements of the environmental aspects of the relicense application, oversaw all resource study planning and study conduct and reporting, and participated in resource agency consultation and development of terms and conditions.

#### **Blue Lake Project Expansion Amendment Application (2007-present)**

Dr. Prewitt has been the City's FERC consultant on a proposal to expand the generating capacity of the City's Blue Lake hydroelectric project. The proposal involves raising the existing Project dam by as much as 83 feet and installing a new powerhouse and set of turbines to significantly increase the existing Project's generating capacity. The goal of the work is to obtain a capacity-related amendment to the existing Project FERC license.

Dr. Prewitt has managed all phases of the environmental work on this project, including initial consultation, study planning, study conduct and report writing, Scoping and preparation of the Preliminary Draft Environmental Assessment which is a major

component of the draft amendment application due to be submitted at the end of February, 2010.

**Takatz Lake Hydroelectric Project Licensing.**

**FERC LICENSING CONSULTANT, NUSHAGAK ELECTRIC and TELEPHONE COOPERATIVE, DILLINGHAM, ALASKA (2008-Present)**

Dr. Prewitt recently became environmental/regulatory consultant for Nushagak Electric and Telephone Cooperative (NETC), an electrical and telephone cooperative in Dillingham, Alaska. He is serving the Coop in their feasibility and permitting studies for two small hydro projects in western Alaska. His responsibilities include preparing applications for Jurisdictional Determination and FERC Preliminary Permits and consultation on licensing, permitting and environmental study plans.

**FERC LICENSING CONSULTANT, CORDOVA ELECTRIC COOPERATIVE, CORDOVA, AK (1994-Present)**

Dr. Prewitt presently serves Cordova Electric Cooperative as FERC and environmental consultant for a new hydro project to serve the community. His responsibilities include conducting Stakeholder consultation (including Scoping), development of study plans and preparation of license application materials. Dr. Prewitt has served in this capacity on various projects since 1994.

**ENVIRONMENTAL and LICENSING MANAGER, WHITEWATER ENGINEERING CORP. (1994-2002)**

**Licensing and Consultation Manager,** Power Creek hydroelectric project, near Cordova, Alaska. Dr. Prewitt was responsible for FERC licensing, state and federal permitting, environmental studies and consultation, and liaison with FERC for matters involving NEPA compliance and third-party involvement. On this project, he successfully managed all licensing and permitting activities under the Alternative Licensing Process (ALP). The methods employed and materials prepared by Dr. Prewitt on this project were cited by FERC Director of Hydropower Licensing, Carol Sampson, as being the best current examples for the ALP process and documents.

**PROJECT MANAGER, FERC ENVIRONMENTAL SUPPORT SERVICES CONTRACT (EBASCO ENVIRONMENTAL, INC., 1988-1992.)**

Dr. Prewitt was project manager for this \$25 million project under which EIS's and environmental assessments EA's were prepared for hydroelectric and gas pipeline projects throughout the United States.

Tasks which Dr. Prewitt managed included resource evaluations for fisheries, wildlife, water quality and quantity, recreation, cultural, aesthetics, geology and soils, socioeconomics, and effects on development-related resources. Fisheries assessments included impact determination for salmonid populations in Washington, Oregon, and

California. Responsibilities included cost and schedule control, personnel management, and coordination among FERC, hydroelectric and gas pipeline project applicants, and state and federal resource agencies.

**RESEARCH PROFESSOR, UNIVERSITY of ALASKA ARCTIC  
ENVIRONMENTAL INFORMATION and DATA CENTER (AEIDC),  
ANCHORAGE, ALASKA (1982-1984)**

**Environmental impact study manager** for the 1,600 megawatt (MW) Susitna hydropower project in South-central Alaska. Responsibilities included technical coordination for aquatic studies to support state and federal level environmental impact statements.

**Licensing and fisheries science consultant and advisor** on several projects in Alaska, including Bradley Lake, Grant Lake, Terror Lake, Tazimina, Tyee, Silver Lake, and Susitna.

**OTHER FERC LICENSING and WATER RESOURCES EXPERIENCE**

**Licensing manager** for 41 small hydro proposals in the Washington Cascades responsible for agency consultation, environmental and engineering studies, and license application preparations.

**Licensing and Study manager** for aquatic, terrestrial, recreation, and cultural resources studies for the Cache La Poudre River hydroelectric project in Colorado. This large (2,000 MW) project was characterized by major land use, fishery, and recreation issues. Dr. Prewitt managed consultation with the U.S. Forest Service, Colorado Division of Wildlife, U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers

**Manager and FERC consultant**, FERC relicensing studies, Pennsylvania Electric (Penelec) Deep Creek Station hydroelectric project. Issues included land use, reservoir recreation, instream flow, and water quality.

**Special consultant** to Georgia Power Company for FERC relicensing of their Sinclair hydroelectric project. This project is one of the first in the country to utilize the Alternative Licensing Process.

**Special consultant to** Seattle City Light for regulatory matters for the Newhalem Creek project FERC relicensing in Washington. Issues included instream flow, anadromous salmonids and project economics.

**Manager of fisheries monitoring studies** for impacts of a causeway in the Beaufort Sea near Prudhoe Bay, Alaska, to validate predictions made in the NEPA EIS and to recommend conditions for the Clean Water Act Section 404 permit.

**Technical and NEPA process advisor** to the U.S. Army Corps of Engineers for the Upper Missouri River Basin EIS. This project entailed preparing the environmental

impact statement for 1,750 miles of the Upper Missouri River in Nebraska, South Dakota, and Montana. Major issues included navigation, recreation, wetlands, and endangered bird and plant species.

## **HABITAT SIMULATION MODELING and SYSTEM-LEVEL WATER RESOURCE EVALUATION**

**Training officer**, IFIM field techniques and computer methods, US Fish and Wildlife Service, Cooperative Instream Flow Service Group, Ft. Collins Colorado, 1976-1982.

**Field study manager**, for over 20 major instream flow evaluations on large rivers in Colorado, Utah, California, Washington, and Idaho, 1982-1990.

**Technical study advisor**, system-wide resource evaluation models for major river basins including the Elwha (Washington), Colorado (Colorado, Utah), Susitna (Alaska), Clearwater (Idaho), Mokolumne (California), Platte (Nebraska), and Klamath (Oregon) River Basins.

**Technical study manager**, temperature simulation modeling for mainstem and major tributaries in the Colorado River Basin, the Susitna River Basin in Alaska, and Clearwater River in Idaho.

## **EMPLOYMENT HISTORY**

**Employer:** Self. Principal, C. Mike Prewitt Ph.D. Water and Energy Consultants.

**Dates of Employment:** October, 2000-Present.

**Employer:** Whitewater Engineering Corp., Bellingham, WA

**Dates of Employment:** 1994-2000

**Title:** Environmental and Licensing Manager

**Employer:** EA Engineering, Science, and Technology, Redmond, WA

**Dates of Employment:** 1992-1993

**Title:** Regional Manager, EA Northwest Operations, Director of Planning and Licensing

**Employer:** Ebasco Environmental Inc., Bellevue, WA

**Dates of Employment:** 1984-1992

**Title:** Consulting Scientist, Director, Water Resources and Hydroelectric Programs

**Employer:** University of Alaska, Arctic Environmental Information and Data Center, Anchorage, AK

**Dates of Employment:** 1982-1984

**Title:** Assistant Professor

**Employer:** U.S. Fish and Wildlife Service, Cooperative Instream Flow Service Group, Ft. Collins, Colorado

**Dates of Employment:** 1976-1982

**Title:** Research Associate, Training Officer

**Employer:** Colorado State University, Department of Fishery and Wildlife Biology, Ft. Collins, CO

**Dates of Employment:** 1974-1982

**Title:** Research Associate, Teaching Assistant, Instructor

### **HYDROELECTRIC PROJECT ENVIRONMENTAL IMPACT STATEMENTS (EIS'S) MANAGED BY DR. PREWITT UNDER THE FERC ENVIRONMENTAL SUPPORT SERVICES CONTRACT**

- Elwha Hydroelectric Project Relicensing. Applicant, James River II, Washington State, FERC, Washington D.C., 1992.
- Four hydroelectric projects on the Snake River, Idaho, various owners and applicants, FERC, Washington D.C., 1990.
- Kingsley-Kingston hydroelectric project relicensings, Platte River, Nebraska, Applicants, Nebraska Power and Water Districts, FERC, Washington D.C., 1992.
- Mt. Hope Pumped-Storage hydroelectric project, Applicant, Halecrest Energy Corp., New Jersey FERC, Washington D.C., 1990.
- Salt Caves hydroelectric project, Applicant, City of Klamath Falls, Oregon, FERC, Washington D.C., 1990.
- Shelly hydroelectric project, Applicant, City of Idaho Falls, ID. FERC, Washington D.C., 1992.
- Summit Pumped-Storage hydroelectric project, Applicant, Summit Energy Corp., Ohio, FERC, Washington D.C., 1992.

### **PROFESSIONAL RECOGNITION**

Steering and Program Committee member, Instream Flow Needs Symposium

Steering committee member, National Hydropower Association

Sigma Xi Biological Research Honorary

**APPENDIX (C)**

**AGREEMENT TO PROVIDE  
PROFESSIONAL SERVICES TO  
THE CITY AND BOROUGH OF SITKA**

**TAKATAZ LAKE HYDROELECTRIC PROJECT  
FERC No. 13234**

**COMPENSATION**

See Attached.

**C. Mike Prewitt, Ph.D.**  
**8205 Ashworth Ave. N. Seattle WA, 98103-4434**

**Phone 206-525-3483, Fax 206-524-0134**  
**Cell: 206-853-7060**

**E-mail: [cmikeprewitt@gmail.com](mailto:cmikeprewitt@gmail.com)**

**Date:** February 10, 2010

**To:** The Municipal Clerk, City Hall,  
City and Borough of Sitka,  
100 Lincoln Street,  
Sitka, Alaska 99835

**Subject:** **Billing Rate and Estimate of Costs for C. Mike Prewitt Ph.D., for Takatz Lake Hydroelectric Project, FERC No. 13234, 2010-2012**

**Takatz**

**Dean Sir or Madame:**

C. Mike Prewitt Ph.D. is pleased to submit the attached Statement of Billing Rate and Estimate of Costs. This submittal relates to the City's Request for Qualifications for the Subject Project dated January 18, 2010. The City and Borough of Sitka Electric Department Director, Chris Brewton, asked that I send this information in separate envelope from the Statement of Qualifications which I also submitted to Sitka on this date.

#### **Billing Rate**

**I am stating a proposed billing rate of \$100.00 per hour for the work described in the RFQ.** This is \$5.00 per hour more than I am currently charging for the work I'm performing for the City of Sitka on the Blue Lake Project Expansion and Takatz Lake Project. My current arrangement with the City is to negotiate new billing rates for my work with the City on an annual basis. This request for \$100.00 per hour will stand as my billing rate request for the remainder of 2010. In January, 2011, I may elect to request a higher billing rate, to be negotiated with the City.

#### **Total Project Management Costs**

**(Note:** Estimates of total services and expenses costs until license application acceptance are highly speculative, especially before study planning has been completed. The estimate in the following paragraph is based to some extent on work I've performed for the City in the past. Because of the highly accelerated nature of my work on Blue Lake Project Expansion, my monthly billings for that project, particularly over the past year,

have been higher than I expect to bill on Takatz Lake Project for the next year. Costs are estimates to accelerate during mid-2011 and again in Spring, 2012, to reflect activity on the draft and final license applications.

**I am estimating my services costs at the rate of \$100 per hour to total about \$150,000 for the period lasting until April, 2012,** when I estimate that the final license application would be accepted for filing by FERC. After this date, all cost and time estimates would be highly speculative because scope and schedule are taken over by FERC as they process the application.

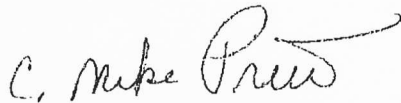
**Expenses over the same period are estimated to total about \$20,000,** all associated with travel to Sitka. I expect travel expenses directly associated with the Takatz Project to be lower because expenses for this project may be shared with those for the Blue Lake Project Expansion work I'm also performing for the City.

**Costs for other team members identified in my SOQ are not presented this estimate** because those contractors are proposed to work for or contract to the City.

If you have questions about this estimate, don't hesitate to contact me at the letterhead contact numbers or email address.

Thanks for the opportunity to provide this estimate.

Sincerely,

A handwritten signature in cursive script that reads "C. Mike Prewitt". The signature is written in black ink and is positioned below the word "Sincerely,".

C. Mike Prewitt Ph.D.

## **APPENDIX (D)**

### **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES TO THE CITY AND BOROUGH OF SITKA**

#### **TAKATAZ LAKE HYDROELECTRIC PROJECT FERC No. 13234**

##### **SCOPE OF SERVICES**

- 1) Prepare Scoping Document #2.
  - a. Compile comments as appropriate, transcribed from Scoping Meetings #1.
  - b. Incorporate written comments submitted from interested parties.
  - c. Complete special use permits, if required, for feasibility studies.
  
- 2) Develop study plans that describe detailed objectives, methods and required reporting for various environmental and field studies. Final study plans will be determined during agency consultation but should include the following.
  - a. Aquatic Resources
  - b. Terrestrial Resources
  - c. Water Use and Quality
  - d. Geology and Soils
  - e. Socioeconomics
  - f. Cultural Resources
  - g. Land Use and Recreation
  - h. Aesthetics
  
- 3) Develop draft Application for License that includes all necessary documents describing all design and operational aspects of the project as proposed for licensing. Additional technical services will be contracted on an as needed basis for engineering and geotechnical review.
  - a. Plant Design
  - b. Site Geotechnical Evaluation
  - c. Transmission Line Routing & Design
  
- 4) Develop preliminary draft Environmental Assessment that describes existing environment, licensing impacts, and mitigation proposals.
  
- 5) Prepare Final License Application that includes all agency comments, presents CBS preferred alternative and proposed PM&E measures.

## APPENDIX (E)

### AGREEMENT TO PROVIDE PROFESSIONAL SERVICES TO THE CITY AND BOROUGH OF SITKA

#### TAKATAZ LAKE HYDROELECTRIC PROJECT FERC No. 13234

#### SCHEDULE

The schedule demonstrates completed and prospective actions leading to a final application to FERC for a license to construct and operate the project.

<u>Activity</u>	<u>Schedule</u>
<u>PAD/NOI/ALP Request</u>	<u>March 20, 2009</u>
<u>FERC approves use of ALP</u>	<u>April 28, 2009</u>
<u>Scoping Document 1 issued</u>	<u>September 4, 2009</u>
<u>Scoping</u>	<u>October 7 &amp; 8, 2009</u>
<u>Scoping Document 2</u>	<u>April 2010</u>
<u>Study Planning</u>	<u>Spring, 2010</u>
<u>Study Execution</u>	<u>2010-2011</u>
<u>Engineering Studies</u>	<u>2010-2011</u>
<u>Draft License Application (DLA) to Stakeholders</u>	<u>Spring, 2011</u>
<u>Stakeholders and Indian Tribes Comment on DLA</u>	<u>Spring-Summer 2011</u>
<u>Final License Application filed with FERC</u>	<u>August 31, 2011</u>