Request for Proposals

For

El Dorado Hills Wastewater Treatment Plant Biosolids Removal Project

RFP P20-015RD

Proposal Deadline:
Friday September 25th 2020, 3PM PST
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INTRODUCTION

El Dorado Irrigation District (District), an irrigation special district organized and existing under the California Irrigation District Law (Water Code § 20500, et seq.), hereby gives notice that it is now accepting proposals for RFP P20-015RD El Dorado Hills Wastewater Treatment Plant Biosolids Removal Project as described in this Request for Proposals (RFP).

PROPOSAL SUBMISSION

Three (3) printed copies of the proposal shall be delivered in a sealed envelope labeled:

“Proposal for the District RFP P20-015RD
El Dorado Hills Wastewater Treatment Plant Biosolids Removal Project
Attention: Ryan Deakyne, Senior Buyer
Proposer’s Name”

Sealed RFP’s will be received no later than 3:00 p.m., local time, on Friday September 25th 2020 as determined by the clock located at the front desk of the 1st floor lobby of the El Dorado Irrigation District’s Customer Service Building located at 2890 Mosquito Rd., Placerville, CA 95667.
QUESTIONS/ADDENDA

Any questions about this RFP shall be submitted in writing (via U.S. mail, facsimile transmission, or e-mail) to Ryan Deakyne only, Senior Buyer, at the following address:

ATTN: Ryan Deakyne, Senior Buyer
EL DORADO IRRIGATION DISTRICT
2890 MOSQUITO RD
PLACERVILLE CA 95667
Fax: (530) 642-4405
E-mail: Rdeakyne@eid.org

To be considered, questions must be received by the District no later than 5:00 p.m. on September 11th 2020. The District may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The District may also issue addenda to modify the RFP as deemed advisable by the District. All such addenda shall be part of this RFP and binding upon each proposer. The District may, upon inquiry, orally direct a firm’s attention to specific provisions of the RFP which cover the subject of the inquiry. However, all supplemental information provided by the District during the RFP process shall not be binding unless communicated by formal written addenda. All addenda will be posted on the District’s website. Each proposer is solely responsible for obtaining all addenda posted on the District’s website.

NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS

Proposals will be held in confidence during the evaluation process until District staff issues Notice of Intent to Award the contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act. If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled “Confidential Information.” Except as compelled by court process, the District will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

SELECTION CRITERIA AND REQUIRED ITEMS

Proposals will be subject to an evaluation by the District as deemed appropriate for purposes of selection using the Proposal Scoring Sheet. The evaluation will be made according to the following criteria according to the specifications which are required to be submitted as part of a proposal:

1. Biosolids Removal During Operations
2. Company History and Financial Stability
3. References
4. Price Proposal
The following items must also be included in proposal:

1. Liability Insurance Sheet  
2. Non-Collusion Affidavit

**FINAL SELECTION**

Proposals will be rated based on the merit of the items mentioned in the Selection Criteria. Notice of Intent to Award the contract will be issued prior to the Board meeting at which the contract is considered. The Proposer’s signed proposal and El Dorado Irrigation District’s acceptance by its Board of Directors, or when Board approval is unnecessary, by the execution of a written agreement signed by all appropriate District personnel, shall constitute a binding contract.

The District reserves the right to reject any or all proposals and to re-issue this RFP. The District may waive any minor informalities or irregularities in any proposal that are immaterial and inconsequential in nature. The District reserves the right to request additional written or oral information from proposers to obtain clarification of their proposals.

All proposals become the property of the District. All costs associated with development of the proposal shall be the sole responsibility of the proposing firm and shall not be charged in any manner to the District. The entirety of proposal content offered shall comply with current federal, state, local and other laws relative thereto.

**PROTEST PROCEDURE**

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the District’s Senior Buyer, Ryan Deakyne at 2890 Mosquito Road, Placerville, CA 95667 following the District’s posting of Notice of Intent to Award a contract at the entry to the District’s Customer Service Building at the aforementioned address or on the District’s website at www.eid.org.

The procedure set forth in this paragraph are mandatory and are proposer’s sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings. Any actual proposer who is aggrieved in connection with this pending award of the contract or any element of the process leading to the award may protest. The protest must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest.
SCOPE OF WORK

BACKGROUND AND PURPOSE

The El Dorado Hills Wastewater Treatment Plant (EDHWWTP) is located within El Dorado County, in the vicinity of El Dorado Hills. The plant site is located along the east side of Latrobe Road, approximately 1.25 miles south of US Highway 50. The plant services the El Dorado Hills drainage basin, which includes the community of El Dorado Hills. The plant discharges into Carson Creek which flows from north to south immediately west of the plant site. The District currently has two concrete lined “drain” ponds that were previous cleaned in 2013. The pond water comes from multiple sources throughout the plant. The major flow contributors include the backwash from the multimedia filters, filtrate from the facility’s belt filter press, WAS DAFT overflow and infiltration from groundwater. The ponds have collected an excess of biosolids therefore reducing the capacity of the ponds.

DRAIN PONDS BIOSOLIDS REMOVAL

The drain ponds are currently in operation and are filled with water and biosolids material. The Contractor will be responsible for determining the proper method for removing or dredging the solids from the ponds, dewatering and hauling the material from the site while maintaining plant operations. The Contractor shall assume that only a single pond may be completely isolated from service for solids removal at a time. Therefore, the proposer should explain how the solids shall be removed while maintaining plant operations. Title explanation “Biosolids Removal During Operations.” District staff shall be responsible for isolating the Ponds, dewatering will be the responsibility of the Contractor. Removal and dewatering can take place Monday – Friday 6:30 am to 5:30 pm with a completion date of TBD due to seasonal weather. Contractor may schedule removal operations at their convenience so long as the limitations above are complied with. Ponds 1 and 2 have a combined estimate of 96 dry tons of sludge.

PRE-PROPOSAL MEETING WASTEWATER PLANT SITE VISIT

The District will conduct a Mandatory Pre-Proposal Meeting and Site Visit on Wednesday September 9th 2020 at 10am. The Meeting will commence at the El Dorado Hills Wastewater Treatment Plant, 4625 Latrobe Road, El Dorado Hills, CA 95762. Each Proposer must be represented at the Meeting and Site Visit. Each representative shall sign an attendance sheet identifying the Proposer represented.

TRANSPORT

The Contractor will provide vehicles for the transportation of biosolids leaving the treatment plant to the land application site. Vehicles may be owned and operated by the Contractor or by a sub-Contractor. All transport vehicles must be covered to prevent loss of biosolids. All drivers must be trained in the hazards and safe handling procedures of biosolids.
MEASUREMENT OF QUANTITY

The Contractor shall be responsible for determining total wet tonnage loaded onto transport trucks through use of official “weigh tickets” provided by an independent certified weigh station which is permitted by the State of California to certify weights for commerce. The Contractor shall have all transport trucks officially weighed prior to each truck disposing its load of solids. All weigh tickets shall have the tare weight prior to loading; and date, time, and gross weight after loading for each trip. All weigh tickets must bear the license number of the appropriate trailer. Weigh tickets must be submitted to the District with invoice for payment. Weigh tickets which do not comply shall be rejected and no payment made for that portion of the pond solids hauled. The wet tonnage of material shall be converted to a dry weight basis through a percent total solids analysis. Each truck load removed from the facility must have a composite sample taken and tested for moisture content by an ELAP certified laboratory. The District may conduct routine split sampling during the course of the project.

RECORD KEEPING AND DOCUMENTATION

Contractor shall record and document all transportation load tickets. Contractor shall record and document the total wet tonnage of material, converted to a dry weight basis through a percent total solids analysis. Contractor will be responsible for all documentation, collection, sampling and laboratory costs of material as required. All documentation and record keeping shall be provided to the District in spreadsheet format on a weekly basis unless otherwise agreed upon.

BIOSOLIDS APPLICATION SITE

The biosolids application site must have and be in compliance with a Waste Discharge Permit issued by the local Regional Water Quality Control Board. The application site will be accepted after approval by the District’s Wastewater Plant Manager at the beginning of the contract.

QUANTITIY OF BIOSOLIDS

The quantities of biosolids to be removed and disposed are estimates and may not reflect the actual quantities. Payment to the Contractor will be according to the per ton proposal price for actual quantities removed and disposed.

INSPECTION OF CONTRACTOR ACTIVITIES

During all phases of the work, the District will assign inspectors to monitor the Contractor’s operation. The District reserves the right to inspect and observe all aspects of the Contractor’s activities relating to the pond cleaning and removal, handling, dewatering, hauling and reuse/disposal of the District’s pond solids without the Contractor’s knowledge or prior notice. The Contractor shall grant access to the District’s inspector or designated representative at the reuse/disposal site upon request.
COMPANY HISTORY AND FINANCIAL STABILITY

Include a brief history of your company or corporation. Include the companies resources relevant to its ability to providing services needed as outlined in this RFP. Attach appropriate documentation such as a copy of the last company annual financial report. Title the document “Company History and Financial Stability.”

REFERENCES

Provide a list of at least two companies or public agencies for which your company has provided similar services. Include the name and telephone number of an individual who has direct knowledge of the work performed and can attest to the quality of service your company provided. Include the quantities of biosolids involved and the duration of the project. Indicate if the project is ongoing. Title the document “References.”

REGULATIONS

The treatment plant complies with Waste Discharge Requirements Order R5-2017-0085, NPDES Permit No. CA0078671.
P20-015RD PROPOSAL PRICE SHEET

Indicate here the all-inclusive proposal price per dry ton per specifications for drain pond biosolids:

$ ___________.

x__ 96 dry tons .

= Total Drain Ponds Proposal Price: $ ___________.

Total Drain Ponds Proposal Price Written In Words:

_____________________________________________________________________________________

Itemize and total on an attachment any other relevant charges that may be required. Title the attachment “Itemized Relevant Charges for Drain Ponds Biosolids.” Itemized Relevant Charges sheet attached for this proposal item? YES____ NO____.

List Biosolids Application Site(s) intended for use:

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

Company Name: ________________________________.

Company’s Authorized Proposer Name: ________________________________.

Authorized Proposer Signature: ________________________________.

Date: ________________________________.
WAIVER AND GENERAL RELEASE FOR ACCESS TO
EL DORADO IRRIGATION DISTRICT PROPERTY

In consideration of receiving limited, personal, revocable permission to enter El Dorado Irrigation District property(ies) on the date(s) and for the specific purpose(s) listed below:

LOCATION:__________________________________________________________________________

DATE:_______________________________________________________________________________

PURPOSE:___________________________________________________________________________

IT IS AGREED THAT the undersigned, individually and as authorized representative of their company, hereby releases the EL DORADO IRRIGATION DISTRICT, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as “District”) to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein, including activities that exceed the scope of the permission granted by the District:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of District, except for District’s active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by District or others, except for District’s active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the District, any individual, company or agency in relation to transportation services to or from District facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or District rule, regulation or restriction.
5. In accordance with the Americans with Disabilities Act and California law, it is the policy of the El Dorado Irrigation District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the District to make reasonable arrangements to ensure accessibility. The District ADA Coordinator can be reached at: Phone: (530) 642-4045; e-mail: adacoordinator@eid.org

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the District from any and all claims, demands, actions, and damages, including but not limited to attorneys’ fees and reasonable costs, brought against the District for any injury, including without limitation any such claims, demands, actions or damages for personal injury or death of any person or any damages to any property, real or personal, or any financial injury, arising out of or caused by the undersigned’s negligence or any acts, omissions or conduct of the undersigned in relation to or arising out of the activities specified in this Waiver and General Release, including activities that exceed the scope of the District’s permission.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to District’s grant of a limited, personal, revocable permission to enter District property(ies).

The foregoing is agreed to this _____ day of ______________, 20___:

__________________________________________________________________________               __________________________________________
COMPANY NAME                BUSINESS OR RESIDENTIAL ADDRESS

__________________________________________________________________________               __________________________________________
PRINTED NAME                                          CITY, STATE, ZIP

__________________________________________________________________________               __________________________________________
SIGNATURE     TELEPHONE NUMBER
NON-COLLUSION DECLARATION
PUBLIC CONTRACT CODE §7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the __________________ of __________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __________________[date], at _______________[city], _______________[state].

(Name of Bidder)
(Signature)
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)
1. **Service Agreement ("Service") Force and Effect.** El Dorado Irrigation District ("District") is not responsible for services rendered without the authority of a agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Vendor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase agreements and agreements between Vendor and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Vendor. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Vendor represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Vendor will perform its Services in a skilful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Vendor shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Vendor shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Vendor’s authorized representative is the individual signing this Agreement unless Vendor otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Vendor’s obligations under this Agreement.

3. **Records and Payment Requests.** Vendor shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Vendor’s work records. Vendor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Vendor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Vendor. Vendor shall maintain all documents and records prepared by or furnished to Vendor during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memorandum, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Vendor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. **Independent Contractor.** Vendor is an independent contractor and does not act as District’s agent in any capacity whatsoever. Vendor is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Vendor’s provision of Services not the means, methods, or scheduling of the Vendor’s work. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to this provision of Services under this Agreement. Vendor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. **Indemnity/Liability.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Vendor shall defend (with legal counsel reasonably acceptable to El Dorado Irrigation District ("District"), indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively "Indemnities") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor or its sub-vendors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert vendors and/or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of the above are actually caused by, any negligent or reckless act or omission, or willful misconduct, of Vendor, any sub-vendor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of any Indemnitee.

6. **Conflict of Interest.** Vendor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Vendor represents to and agrees with District that Vendor has no present, and will have no future conflict of interest between providing District services hereunder and any interest Vendor may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Vendor during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by District during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Any interest (including copyright interests) of Vendor or its subvendors (together, “Subvendors”), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Vendor or its Subvendors in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work products be a part of this Agreement. No copyrights in such works shall be deemed owned by Vendor or its Subvendors in the event that it is ever determined that any works created by Vendor or its Subvendors under this Agreement are not works for hire under U.S. law, Vendor hereby assigns to District all copyrights to such works. With District’s prior written approval, Vendor may retain and use copies of such works for reference and as documentation of experience and capabilities.

9. **Non-Discrimination Policy.** Vendor shall not discriminate against any employee or applicant for employment, nor against any Subvendor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability
as defined by the ADA or veteran’s status. To the extent applicable, Vendor shall comply with all federal, state and local laws (including, 
without limitation, all District rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and 
occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each 
may be amended from time to time. Vendor shall provide all information reasonably requested by District to verify compliance with such 
matters. Vendor stipulates, acknowledges and agrees that District has the right to monitor Vendor’s compliance with all applicable non-
discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of 
information known or suspected to be false or misleading.

10. Termination and Suspension. District may direct Vendor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods 
of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in 
writing, and compensate Vendor for services satisfactorily rendered, subject to District’s reasonable approval, through the date of termination. 
Vendor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate 
performance of the Services under this Agreement in whole, or from time to time in part, for default, should Vendor commit a material breach 
of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Vendor 
demanding such cure. In the event District terminates the Agreement for default, Vendor shall be liable to District for all loss, cost, expense, 
damage and liability resulting from such breach and termination. Vendor shall continue its work throughout the course of any dispute, and 
Vendor’s failure to continue work during a dispute shall be a material breach of this Agreement. Either party’s waiver of any breach, or the 
omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this 
Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that 
party’s right thereafter to enforce or compel strict compliance with every provision hereof.

believes that any document or information furnished to District in connection with Vendor’s performance of services is exempt from public 
disclosure under the Act, it shall so advise District in writing at the time the document or information is furnished.

12. Survival. Without limiting any of the parties’ other rights or obligations arising from this Agreement, and in addition to all other provisions 
indicated as surviving the termination or expiration of this Agreement, the following provisions will survive any termination or expiration 
hereunder: 3, 4, 5, 7, 8, 10, 11, 12 and 13.

13. Execution; Venue; Limitations; Miscellaneous. This Agreement shall be deemed to have been executed in the City of Placerville, County of El 
Dorado, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. 
The exclusive venue for all litigation arising from or relating to this Agreement shall be in the County of El Dorado. Except as expressly provided 
in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As 
between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of 
District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which 
the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the 
convenience of the parties, and are not to be considered when construing this Agreement. The agreements contained herein shall not be 
construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement. All terms not otherwise defined in 
this Agreement shall have the meanings provided in the Appendices or, if applicable, in the construction contract with the general contractor 
on the project.

14. Attorneys’ Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce or interpret the terms of this 
Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable 
atorneys’ fees.

15. Prevailing Wage Laws. When applicable, the Vendor must comply with all prevailing wage laws applicable to public works projects and related 
requirements contained in this Agreement. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of 
worker needed to execute this Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file 
at the District’s office and are deemed included in this Agreement. Upon request, District will make available copies to any interested party. 
Also, Vendor shall post the applicable prevailing wage rates at the Site. The California Department of Industrial Relations website is 
www.dir.ca.gov.

16. ADA Compliance. If, in the course of conducting the Services subject to this Agreement, Vendor offers a public program, service, or meeting 
on behalf of the District, Vendor shall, in accordance with the Americans with Disabilities Act and California law, offer its public programs, 
services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities and shall, upon reasonable 
request provide reasonable accommodations for persons with disabilities including information or materials in appropriate alternative formats.

17. Truck and Bus Regulation. When applicable, Vendor must comply with the requirements of the Truck and Bus Regulation (Title 13, California 
Code of Regulations, Section 2025), which regulates certain vehicles that operate in California. Vendor shall ensure that any vehicle fleet used 
for performance of the Services of this Agreement is in compliance with the Truck and Bus Regulation. If requested by the District, Vendor 
shall provide information to demonstrate compliance with the Truck and Bus Regulation, such as certificates of compliance or relevant vehicle 
fleet information.

18. Working during the COVID-19 Pandemic. Consultants are required to review and comply with EID’s Standard Operating Procedure (SOP) 
regarding Safe Work Practices/Vendor Access to District Facilities-Personnel during COVID-19 (attached to this Agreement as Appendix D) and 
complete the Vendor Work Plan included in Appendix D. This SOP is subject to modification at any time. Upon execution of this Agreement, 
Consultant shall complete the Vendor Work Plan and provide the completed Vendor Work Plan to the Project Manager [Cody Smith; 
Csmith@eid.org].
INSURANCE

A. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

B. Commercial automobile liability insurance with limits of not less than $1,000,000 each occurrence including coverage for owned, scheduled, hired and non-owned autos.

C. Workers’ Compensation Employers’ Liability insurance in at least such amounts as are required by law. Vendor’s Workers’ Compensation Insurance policy shall, by endorsement, contain a Waiver of Subrogation as to each named and additional insured.

In the event Vendor is self-insured, Vendor shall furnish a Certificate of Permission to Self-Insure, signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

In the event the Vendor does not have any employees as defined under the State of California Workers’ Compensation laws, Vendor shall sign the District’s “Workers’ Compensation Certificate for Independent Contractors”, which states:

Contractor hereby certifies that he/she is aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

In addition, Contractor represents that he/she does not presently employ anyone in the manner subject to the workers’ compensation laws of the State of California and that if Contractor does employ any such person during the time Contractor is performing this contract, Contractor will promptly provide the District with proof of workers’ compensation insurance in the amount required by law.

D. Professional Liability Insurance (if applicable), either (a) with limits not less than $1,000,000 each claim, or (b) limits of not less than $1,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured. Vendor shall maintain said insurance coverage for a period of five (5) years after the completion of the Services and shall, upon request of District, provide certificates of insurance evidencing Vendor has maintained said coverage.

E. Certificate(s) of Liability Insurance:

1. Acceptability of Insurers – Insurance is to be placed with insurers authorized to do business in the State of California and have a current A.M. Best rating of no less than A-.VII or equivalent or as otherwise approved by the District. Certificate(s) of Liability Insurance shall include the A.M. Best or NAIC number for each insurer.

2. A notation of “All Operations” or the Bid Number and/or Job Title must be included on the certificate(s) and on all endorsements. (Note: “All Operations” covers all current and future operations with the District. Minimum coverage must be in accordance with bid or contract specifications.)

3. The Certificate Holder shall read as follows:

   El Dorado Irrigation District
   2890 Mosquito Road
   Placerville, CA 95667

4. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.

5. The authorized Insurance Agency Representative’s original signature is required on the Certificate of Liability Insurance.

F. Endorsements - Insurance policies shall contain an endorsement containing the following terms:

   1. Additional Insured endorsements: Provide separate additional insured endorsements for the Commercial General Liability and Commercial Auto Liability policies that contain the following terms:

      EL DORADO IRRIGATION DISTRICT, its Board of Directors, officers, employees, representatives, vendors (including without limitation Engineer) and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.
A Statement of Additional Insured Endorsement on the Acord Certificate of Liability Insurance form is insufficient and will be rejected as proof of the additional insured requirement.

2. Primary / Non-contributory endorsement - Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Vendor shall be called upon to contribute to a loss covered by insurance for the named insured.

3. Waiver of Subrogation – Vendor’s Workers’ Compensation Insurance policy shall contain, by endorsement, a Waiver of Subrogation as to each named and additional insured.

G. Self-Insured Retentions - Any self-insured retention must be declared to and approved by the District prior to commencement of work.

H. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer’s liability.

I. Vendor shall ensure all sub-vendors and any other person or entity assisting with provisions of this work shall maintain the same level of coverages specified in these insurance requirements at all times during performance hereunder.

J. Vendor shall, upon request of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

K. Continuation of Coverage – All said insurance shall be maintained by the Vendor in full force and effect during the entire period of performance.

L. Renewal certificates must be received by the District’s Insurance/Risk Administrator at least ten (10) days prior to the expiration date in agreement to ensure continuation of contract.

M. Renewal certificates may be e-mailed to RiskManagement@eid.org and original certificates should be mailed to:

   El Dorado Irrigation District
   Insurance / Risk Administrator
   2890 Mosquito Road
   Placerville, CA 95667

N. Other than Professional Liability, any insurance policy written on a claims-made basis is subject to the approval of the District.

O. If Vendor needs additional information regarding these insurance requirements, contact the District’s Insurance / Risk Administrator at (530) 642-4172.
**Proposal Scoring Sheet**

RFP P20-002RD El Dorado Hills Wastewater Treatment Plant Biosolids Removal Project

El Dorado Irrigation District

Company Name:

_________________________________

Name of Reviewer:

_________________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score 1 - 10 *</th>
<th>Weight (%)</th>
<th>Weighted Score</th>
</tr>
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<tbody>
<tr>
<td>Biosolids Removal During Operations</td>
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<td></td>
</tr>
<tr>
<td>Company History and Financial Stability</td>
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<td>0</td>
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<tr>
<td>References</td>
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<td></td>
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<tr>
<td>Price Proposal</td>
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</table>

Total Weighted Points: 0

* One (1) being lowest and ten (10) highest
### Section 1.01 Purpose

Provide procedural information and direction regarding required safety measures for contractors, consultants, or vendors ("Vendors") who have a need to access District facilities and/or interact with District employees. These measures are intended to reduce the risk of exposure to COVID-19 and are in compliance with the pandemic emergency statewide face coverings mandate issued by Governor Newsom on June 18, 2020.

### Section 1.02 Intent

This Standard Operating Procedure (SOP) is intended to provide District personnel with direction and information on the process and safety precautions required prior to allowing Vendors access to District facilities and/or to interact with District personnel. This SOP is supplements HR-120 (SOP). Therefore, Vendors must use non-traditional Personal Protective Equipment (i.e., face coverings) as required by state law when accessing District facilities or interacting with District personnel. This requirement is consistent with the State Health Officer’s order and guidance issued in response to COVID-19 (Order). This SOP will remain in effect until the District determines that Vendors do not pose a risk to District personnel related to the COVID-19 virus.

### Section 1.03 Roles and Responsibilities

All District employees are subject to and responsible for ensuring a safe working environment as detailed in the District’s Injury and Illness Prevention Program (IIPP). When a potential or active hazard exist in the workforce, the District will develop, disseminate, and implement safe work practices to eliminate and/or mitigate the potential or active workplace hazard. As determined by federal, state and local authorities, COVID-19 is considered an active workplace hazard requiring action to mitigate. This by extension applies to all outside personnel (Vendors) accessing District facilities and or while providing services to the District which require interaction with District employees.

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1 06/18/2020 State Public Health Officer order and guidance on required use of face coverings in public
Vendors performing work for the District will not interact with District personnel and/or ensure that if interaction is necessary, they will employee social distancing, minimum of six (6) feet and wear a face covering.

In addition, Vendors who interact with District employees and/or access District facilities in the commission of providing service to the District must take the following action if social distancing cannot be maintained at all time:

Use a face-cover, goggles sealed around the eyes and gloves when:

- Inside any District space;
- While in a District vehicle;
- Engaged in work for the District, when:
  - Interacting in-person with any District employee or members of the public;
  - Working in any space visited by District employees or members of the public, regardless of the presence of either at the time;
  - Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
  - In any room or enclosed area where other people are present when unable to physically distance.
  - While outdoors in District or public spaces when maintaining a physical distance of 6 feet from persons is not feasible.

The District will work in good faith with any Vendor who believes they may be exempt from wearing a face covering.\(^2\)

### Section 1.04 Scope

This SOP is separate from, and does not amend, revise and/or incorporate the District’s existing respiratory protection program, or any other OSHA/CalOSHA regulated District safety program(s). This SOP is however considered a District safe work practice and must be followed by all District employees as required under the Injury and Illness Prevention Program (IIPP) and the Order for all identified active workplace hazards. As such, District employees and Vendors shall adhere to this safe work practice.

### Section 1.05 Required Non Tradition Personal Safety Equipment for Vendors

To be clear, when social distancing cannot be achieved, Vendors, and District personnel must wear a face-covering, goggles sealed around the eye and gloves

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\(^2\) Refer to § 1.07 of this SOP
(latex, Nitrile or similar) prior to the commencement of the work or interaction. Vendors should bring a sufficient supply of these resources to comply with this SOP.

In the event of unexpected circumstances, the District will provide the vendor with the necessary face coverings and/or gloves. This however should be the exception and not the norm as these resources are limited and reserved for District personnel.

**Section 1.06 Vendor Access To District Facilities**

District personnel assigned as project managers, and or who have secured the services of a Vendor, must obtain prior authorization and/or consult with affected supervisory District personnel before the commencement of work by the Vendor. This will allow District personnel to avoid such locations (preferred) and/or to ensure adequate social distancing strategies.

All projects and work that requires significant vendor/staff contact (donning of PPE or sustained onsite presence) must be reviewed and approved by the Department Director PRIOR to commencing. Those onsite Vendor activities that can be accomplished through avoidance of interaction or social distancing described above must be reviewed and approved by the Division Manager. Work plans shall be developed reviewed by Managers and Supervisors and affected staff. Once the plan is complete it must be submitted to the Division Manager or Director, as appropriate, by email for approval.

Once the work has been completed, EID staff should make sure that all surfaces that were contacted by anyone (Vendor or EID staff), are wiped down and disinfected following CDC Guidelines to prevent a possible secondary exposure risk.

**Section 1.07 Vendor Acknowledgement of this SOP**

These guidelines and requirements should be shared with all Vendors who require access to EID facilities or interaction with District personnel.

**Section 1.08 Standard Deliveries**

Standard deliveries such as chemicals and packages (USPS, UPS, and FedEx) do not require distinct approval for each event, however the principles of minimal contact and social distancing still apply. Drinking Water chemical deliveries that require testing should also follow this SOP.

**Section 1.09 Attachments / Reference Resources**
## Vendor Work Plan

**Vendor:**

**Type of Work:**

**Vendor COVID-19 procedures:**

### Vendor Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed EID Vendor SOP</td>
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<tr>
<td>EID Vendor SOP Acknowledgement Signed</td>
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<td></td>
</tr>
<tr>
<td>EID Staff Required</td>
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<td></td>
</tr>
</tbody>
</table>

**Authorizing Vendor Supervisor:**  
**Authorizing Vendor Supervisor Signature:**  
**Date:**

- District Injury and Illness Prevention Program
- California Department of Public Health Guidance for the use of face coverings dated, 06/18/2020
- SharePoint