Request for Proposals

For

Flume 45 Abutment Section Replacement Project
Design Professional Services

RFP20-09

Project No. 17025.01

October 20, 2020

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; email: adacoordinator@eid.org
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ATTACHMENTS:
   EXHIBIT A – SCOPE OF WORK (13 pages)
   EXHIBIT B – PROFESSIONAL SERVICES AGREEMENT SAMPLE (22 pages)
   EXHIBIT C – WAIVER AND GENERAL RELEASE (1 page)
I. 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 design professional services for the District’s Flume 45 Abutment Section Replacement Project as described in this Request for Proposals (RFP).

II. PROPOSAL SUBMISSION

Proposals must be received by the District, via email, no later than 3:00 p.m., local time, on Wednesday, December 9, 2020, as determined by the email receipt time. Send proposals to ContractManagement@eid.org. Submit your proposal as one (1) PDF formatted file. The email Subject Line should be addressed “Proposal for RFP20-09 – Flume 45 Abutment Section Replacement Project”. NOTE: The District’s email size limit is 20MB.

It is the responsibility of the proposer to assure that the proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted. EID encourages all proposers to send a test email to the delivery address ContractManagement@eid.org prior to proposal due date to confirm that they have the correct email address.

Proposer must submit its proposal using forms supplied by the District, if applicable.

Proposer may withdraw its proposal by written request via email to ContractManagement@eid.org before the Submittal Deadline. After that time, proposer may not withdraw its proposal for a period of ninety (90) days from the Submittal Deadline.

Before submitting its proposal, proposer must fully inform itself of the terms, conditions, and specifications of the items or services required. Failure to do so will be at proposer’s own risk and it cannot secure relief on the plea of error.

Proposer must state prices in units and quote items separately. In cases where it is possible to do so, and beneficial to the District, award(s) may be split to differing proposers for items solicited in multiples of two or more, or that are specified differently, whether or not the District requests individual total proposal price(s) for each item(s).

Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
Handwritten corrections made to proposal must be legible and initialed.

Where there are conflicts between unit prices and extended prices, unit prices will govern. Where there are conflicts between words and figures, words will govern.

The District will consider in its award decision, discount payment terms of twenty (20) days or more from receipt of invoice, provided that proposer clearly indicates such discounts in its proposal. Where proposer does not indicate discount payment terms in its proposal, the District will take it to mean that proposer does not offer discount payment terms, and therefore the payment will be considered net 30 days after receipt of invoice.

The District’s acceptance of proposer’s offer shall be limited to the terms herein; including all attachments hereto, unless expressly agreed in writing by the District’s authorized representative. Proposals offering terms other than those shown herein may be declared non-responsive and may not be considered. By submission of a signed proposal, proposer consents to be bound by all terms and conditions set forth in the pages of this solicitation and all attachments hereto, including without limitation the Professional Services Agreement sample (and insurance requirements attached thereto) attached to this RFP as Exhibit B.

Proposer hereby agrees that the goods or services offered will meet all the requirements of the specifications or scope of services in this solicitation unless deviations from them are clearly indicated in the proposer’s response. Proposer may submit an attachment entitled “Exceptions for Specification,” which must be signed by proposer’s authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement may be considered non-responsive. The District reserves the right not to accept any exceptions to the specifications. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

All proposals shall comply with current federal, state, local and other laws relative thereto.

The terms Successful Proposer, Supplier, Vendor, Bidder, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

All services delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

The El Dorado Irrigation District is exempt from Federal Excise Tax per Title 26 of the United States Code, Internal Revenue Service Code §4221.

The El Dorado Irrigation District reserves the right to waive informalities or technicalities in proposals.
Proposal signer represents that he/she is duly authorized to execute and sign documents on behalf of his/her respective entity.

Proposer is responsible for all fees and costs relating to the transportation of goods, performance of services, required registration, licensing, or other related fees. The proposal price must reflect all and any such required costs. Any required licensing and or registration type obligations must be sufficiently completed at the time of delivery so the goods or services can be immediately put to use for their intended purpose. These costs, licensing, or registrations include, but are not limited to, hauling, trucking fees, shipping, transportation, drive-time, vehicle or equipment registration fees, disposal fees, certifications, special taxes. An exception is made only if costs are clearly required to be listed separately, or if specified differently.

Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the District’s copy shall prevail.

Mandatory pre-proposal meeting and job walk

A mandatory pre-proposal meeting and a mandatory job walk is scheduled for Wednesday, November 4, 2020 beginning at 9:00 a.m. The mandatory pre-proposal meeting will begin at the District’s Placerville Headquarters and proceed to the job site. Sign-in begins at 8:45 a.m. and ends at 9:01 a.m. Attendees will be expected to tour the job site during the pre-proposal meeting. Please advise the Project Manager, Cary Mutschler, well in advance of the meeting if you need special accommodations. Reasonable efforts will be made to accommodate your needs. To qualify to propose on this Project, all company representatives must sign in by 9:01 a.m. and submit a signed WAIVER AND GENERAL RELEASE FOR ACCESS TO DISTRICT PROPERTY as attached in EXHIBIT C. Attendees that arrive at 9:01 a.m. or after, as determined by the computer clock located at the front desk of the 1st floor lobby of the El Dorado Irrigation District’s Customer Service Building, will not be allowed to sign-in and continue in the bidding process, but may enter the meeting in progress upon submission of a signed WAIVER AND GENERAL RELEASE FOR ACCESS TO DISTRICT PROPERTY as attached in EXHIBIT C. All who attend the mandatory pre-proposal meeting and job walk will be required to provide their own personal transportation to and from the Project site.

III. BACKGROUND INFORMATION

The District is located in El Dorado County, on the western slope of the Sierra Nevada Mountains. Its contiguous service area covers approximately 220 square miles and 100,000 residents, ranging from El Dorado Hills in the west to Strawberry in the east, and from the South Fork American River in the north to the Cosumnes River in the south. The District also owns and operates Project 184, a FERC-licensed hydroelectric project including high mountain lakes in the vicinity of Lake Tahoe.
The District provides treated water, wastewater treatment and disposal, recycled water, and recreation services and operates FERC Hydroelectric Project 184. It is a local public agency, governed by a five-member, elected board of directors with approximately 220 employees. Additional information about the District is available at its website, www.eid.org.

IV. SCOPE OF WORK

The scope of work for the Flume 45 Abutment Section Replacement Project professional services being solicited is found in Exhibit A attached to this RFP. The successful proposal(s) will demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the scope of work, along with demonstrated commitment to cost-control and client service that meet the District’s needs.

V. WAGE RATES

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations are deemed included in this RFP and can be found here: https://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

VI. QUESTIONS/ADDENDA

Any questions regarding information within this RFP shall be submitted in writing via email to the Project Manager Mr. Cary Mutschler at cmutschler@eid.org.

To be considered, questions must be received by the District no later than 5:00 p.m. on November 24, 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, direct a proposer’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. You are encouraged to sign-up on the District’s website at http://www.eid.org/about-us/advanced-components/enews-sign-up to be notified of addenda postings.
VII.  INFORMATION TO BE SUBMITTED IN PROPOSAL

A.  CONTENT

Each proposal shall be **limited to 14 pages** (not including transmittal letter and resumes) and shall follow the outline below:

- **Section 1 – Scope of Work**
  State in succinct terms your understanding of the scope of work listed in Exhibit A attached hereto. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.

- **Section 2 – Relevant Experience and Expertise**
  Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by the District. Identify representative clients. Compare and contrast their size, public or private sector status, location, and operational activities to those of the District. Include a description of the project organization and project team experience. See Attachment A, section 8 for required qualifications for this proposal.

- **Section 3 – Project Team**
  Identify each individual you expect to work on the project team, including sub-consultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and the specific education, experience, or other information that substantiates that expertise.

- **Section 4 – Quality Assurance and Control; Conflicts**
  Describe your approach to quality assurance and control for your firm’s performance as well as any performance guarantees you offer. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services, and propose means of managing any such conflicts.

- **Section 5 – Client References**
  Provide contact information for representatives of three former or current clients for whom your firm or project team members have performed similar services so that the District may interview these references.
• Section 6 – Contract and Insurance Requirements
  All successful proposers will be required to execute a contract in the form shown in Exhibit C attached hereto and to meet the insurance requirements of Appendix C to that Exhibit. Please indicate your firm’s willingness and ability to comply with these requirements or describe any exceptions your firm requests. Alterations or changes to the agreement which were not in the proposer’s response may not be made after the selection of the proposal. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the District can compare all respondents on an equal footing.

• Section 7 – Addenda
  Provide confirmation of receipt of all addenda issued by the District in response to this RFP, which are posted on the District’s website.

The District may reject a proposal as non-responsive for failure to provide all information requested in this RFP.

B. COST OF SERVICES

All proposals must include a complete and current table of all rates and charges to perform all the proposed services with detailed itemization of each task to be performed.

The rates and charges provided shall include all overhead rates to cover costs and other compensation of consultant’s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by consultant whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the list of personnel. Rates and charges shall also include any part of consultant’s capital expenses, including necessary transportation, travel and subsistence expenses of consultant’s employees incurred in discharge of duties connected with performance of the services. The rates and charges shall also include minor expenses connected with performance of the services such as copies, computers, software, on-line legal research, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the work. Note that no separate charges for these items will be allowed. Note also that no administrative charges will be allowed, except a markup of five percent (5%) on sub-consultants’ billings.
C. 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 (Act).

If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must label each page containing such information as “Confidential”. The “Confidential Information” label must be clear and legible. 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.

VIII. SELECTION CRITERIA

A. GENERAL

The proposals received shall be subject to an evaluation by the District as deemed appropriate for purposes of selection. The evaluation will be made based on the information submitted in the proposal as defined in Section VII.A and VII.B of this RFP.

B. FINAL SELECTION

Proposals will be rated based on the merit of the entire proposal. District staff presently anticipates making contract award recommendations to the District’s Board of Directors at its regularly scheduled meeting of January 11, 2021. Notice of Intent to Award for the professional service contract will be issued prior to the Board meeting at which the contract is considered.

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.
C. PROTEST PROCEDURE

The District will post on its website, www.eid.org, and in the glass case outside the District’s main office the Notice of Intent to Award for Professional Services (NOIA) no later than the Business Day after issuance. Any protest must be submitted via email to ContractManagement@eid.org before 3:00 p.m. of the fifth calendar Day following the issuance of the NOIA. Any delay or failure to submit a protest within the timeline described above will not extend the protest deadline.

a. The initial protest must contain a complete statement of the basis for the protest.
b. The protest must refer to the specific portion of the document that forms the basis for the protest.
c. The protest must include the name, address, and telephone number of the person representing the protesting party.
d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
e. The procedure and time limits set forth in this paragraph are mandatory and are proposer’s sole and exclusive remedy in the event of a protest. Proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. A proposer may not rely on a protest submitted by another proposer, but must timely pursue its own protest.

ATTACHMENTS:

EXHIBIT A – Scope of Work
EXHIBIT B – Professional Services Agreement Sample
EXHIBIT C – Waiver and General Release
EXHIBIT A

SCOPE OF WORK

Background

Flume 45 Abutment section is located in El Dorado County, California on the south side of U.S. Highway 50 east of the town of Pollock Pines. Flume 45 is part of the District’s El Dorado Federal Energy Regulatory Commission (FERC) Project No. 184-CA (El Dorado Project), which consists of a series of dams, canals, flumes, siphons, penstock, and powerhouse to deliver water from the South Fork of the American River for drinking water and power generation.

Project Summary

Flume 45 Abutment section is approximately 100 feet in length and last replaced in 1945. This section of Flume 45 spans a historic rock wall that is currently experiencing some failure. Abutment stability measures were implemented during the outage of 2011 to ensure the continued integrity of the entire flume. This section of Flume 45 is of wood construction and is located in the area of a landslide.

As currently envisioned, the Flume 45 Abutment Section Replacement Project is to be constructed in one construction season during the 2022 outage running from October through December. The District envisions this project to replace the wood flume with concrete flumes\canal. The hand stack rocked walls are historic and the designer will need to develop a way to replace or preserve the rock wall per the State Historic Preservation Offices guidelines (SHPO). The District will require some assistance from the consultant in designing a suitable mitigation measure for the historic wall that will satisfy SHPO.

Note, the description provided herein is to provide a general understanding and is not to be construed as detailed technical as-built information. The proposers are to take their own independent measurements for bidding and analysis purposes.
GENERAL SCOPE OF SERVICES

Consultant Services Required
Consultant will be responsible for conducting design review meetings at the District’s main office and providing administrative support including preparing, copying, and distributing agendas, meeting minutes, developing and maintaining overall project schedule in Microsoft Project, geotechnical analysis, surveying, preparation of design drawings and specifications, and action item follow up. The Consultant will be responsible for monitoring the project schedule and their budget.

1. Meetings and Site Visits:
   a. **Kickoff meeting** – Assume one 3-hour kickoff meeting for the project.
   b. **Design review meetings** – For the 30%, 50%, 75%, and 100% draft design review meetings assume four meetings at 4 hours for each meeting. For the 100% design review meeting assume 2 hours.
   c. **Team site visits** – The Consultant will conduct site visits during the design phase. All site visits will be coordinated with the District. It is anticipated that numerous site visits will be required as the design is developed. The actual number of site visits required depends on the effectiveness of each visit, and is within the Consultant’s control. Unless the result of actions by the District, compensation will not be provided for additional site visits over the number identified. Assume four site visits at 5 hours each.

2. Progress Reports and Schedules:
   a. **Monthly progress reports** – Prepare and submit monthly progress reports that will accompany the Consultant’s invoice. These reports will include progress-to-date, schedule updates, District action items, team action items, status of deliverables; problems encountered with suggested solutions, budget expenses vs. anticipated and anticipated work for the next month.
   b. **Schedule** – Provide and maintain a design schedule and submit to the District as changes occur. The District desires 100% draft design to be complete by December 2021 for submission to FERC and construction to start in October 2022. Project close out and warranty will continue into 2023. For a more detailed schedule, see Item 10. The Consultant shall develop and maintain the schedule in Microsoft Project and include planning, geotechnical investigation, design, environmental, permitting, FERC review, bidding, and construction.

3. Field Topographic and LiDAR Surveys
   A recently completed LiDAR survey exists of the entire route of the Project 184 canal system and is available for use to the consultant.
3.1 Topographic Survey of Flumes 45
   a. Conduct a field topographic survey as needed to augment the existing LiDAR survey for mapping and design of the Flume 45 Abutment Section Replacement Project. This survey will include trees greater than 6” DBH within the FERC boundary; borrow sites, construction areas, and any feature that was not picked up clearly with the LiDAR survey. Trees that require removal will be numbered and marked in the field and shown on the drawings.
   b. Post process field data and incorporate data into the LiDAR base mapping
   c. Scale of this work will match LiDAR mapping scale and contour intervals.
   d. Complete QC of new work and its integration with the LiDAR base mapping.
   e. Provide three copies in 11x17 and of mapping to the District.
   f. Provide electronic copies of mapping to District in a format that can be viewed and edited by District software.

4. Geotechnical Investigations
Geotechnical investigations will be performed for design for the project. A geotechnical report will be prepared that documents anticipated conditions and will be made available to the contractor during bidding. All fieldwork is to be coordinated with the project manager prior to beginning work.

NOTE: Due to the steep and unstable terrain, safety precautions must be taken to prevent rock and debris from being dislodged and impacting Flume 45 and Highway 50 that is located below. See site map on page 11.

4.1 Field Investigations
   a. Perform site reconnaissance.
   b. Review available published geotechnical data applicable to the project.
   c. Rock wall core borings shall be done according to the following table.

<table>
<thead>
<tr>
<th>Flume 45 Exploratory Coring Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Coring’s</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

Cores will be logged and collected for laboratory testing. Water pressure test will be performed at each boing at low pressure to determine permeability and applicability for permeation grouting. Core holes will be back grouted and finished even with the adjacent rock. Grout is to match coloring of the rock. Coring will be scheduled with District staff to ensure that the canal integrity is not threatened.
d. Dig test pits, or perform cone penetrometer tests, obtain soil samples, and do other fieldwork and tests as required to obtain sufficient information to make recommendations in the geotechnical report. Soils shall be classified using the Unified Soil Classification System. Soil samples shall be taken from depths at and below footings or where concrete structures will be placed.

<table>
<thead>
<tr>
<th>Flume 45 Exploratory Boring Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No. of Borings</strong></td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

e. The following will be presented with the Consultant’s summary report
   - Drawing showing boring and coring locations
   - Drawing showing local geologic cross section profiles

f. The District reserves the right to add or subtract to the geotechnical scope and to negotiate the cost impact with the consultant. For this RFP, each geotechnical item will be its own bid item on a unit price basis (i.e. coring, boring, seismic refraction, etc.). Bid item for mobilization and demobilization of equipment to be included.

4.2 Field and Laboratory Tests
Perform field and laboratory tests of the type and number as required to obtain sufficient information to prepare the geotechnical report. In the report, standards used for laboratory tests must be stated. Currently, there is one potential borrow sources identified for the project. The soil stockpiles from located at the SPI staging area. Other borrow sites may be identified as design progresses requiring additional testing.

Labatory tests of native in-situ and potential borrow source materials shall include the following:

a. Classification of soil materials in accordance with the Unified Soil Classification System (i.e., Atterberg limits and grain size)
b. Sieve analysis
c. Strength of soil
d. Strength of rock in psi
e. Moisture content and dry density
f. Compaction
g. Perform laboratory testing for corrosion on at least one sample; the laboratory testing of each soil sample shall include the following:
   - pH
   - Resistivity (ohm-centimeter)
   - Redox (millivolts, positive or negative)
• Sulfides (positive, negative, or trace)
• Chlorides (parts per million)
• Sulfates (parts per million)

4.3 **Seismic Refraction Studies** The purpose of the seismic refraction is to provide detailed subsurface topographical information; therefore, a minimum 24-geophone setup at maximum 8-foot interval is proposed with shots spaced at 4-foot intervals. A closer spaced interval while maintaining the approximately required total length of 180 feet may be proposed. Consultant shall discuss challenges and concerns associated with this task order within their proposal. Alternative geophysical methods to achieve the desired results may be considered provided they are discussed in detail in the Proposal.

The scope of the seismic refraction services includes the following:

<table>
<thead>
<tr>
<th>No. of Seismic Lines</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Assess depth to rock and subgrade</td>
</tr>
</tbody>
</table>

The following will be presented with the Consultant’s summary report:

• Drawing showing seismic refraction survey line locations
• Drawing showing local geologic cross section profiles

4.4 **Geologic Landslide Mapping**
Provide detailed geologic mapping of the landslide conditions at Flume 45. Prepare numeric analysis defining the current Factor of Safety and the proposed mitigation and resulting FOS under static and pseudo-static (dynamic) loading conditions with surcharge from the Facility.

4.5 **CBC Seismic Study**
Provide seismic design information in accordance with Chapters 16 and 18 of the 2016 CBC in sufficient detail to support seismic class recommendation for design work. The ground motion shall be based on the geologic, tectonic, seismic recurrence information, and foundation material properties associated with the specific site. The design ground motion shall be 10 percent probability of being exceeded in 50 years.

4.6 **Geotechnical Report**
Consultant shall submit a draft and final geotechnical report. A draft report shall be submitted for the review and comment by the District. The final report shall incorporate changes as required by these comments. For all design values, indicate if they are allowable design values or ultimate values to avoid use of double safety factors in the design. The report shall contain the following information.
4.7 General Information:
   a. Provide a site description and review of historical photographs.
   b. Provide a list of existing geotechnical reports that have been prepared for the project site.
   c. Discuss the general and local site geology.
   d. Discuss the general site stability.
   e. Discuss the seismicity of the area.
   f. Discuss the magnitude and impact of ground shaking at the site.
   g. Discuss the potential for liquefaction or settlement during earthquakes.
   h. Provide the depth to groundwater, if encountered, whether the groundwater is perched, and the historical summary of annual groundwater fluctuations (if available).
   i. Discuss the corrosiveness of the soils at the site with respect to corrosion rates anticipated for buried structures and with respect to anticipated deleterious effects on concrete coatings and structures.
   j. Provide a plan showing the locations of test pits and a log of test pits.
   k. Discuss the type of bedrock and estimated compressive strength, if encountered.
   l. Provide a summary of all laboratory test data.
   m. Discuss pertinent geotechnical factors (soil, rock, geology, and water) that could affect the design and construction of this facility.
   n. Include a statement in the body of the report that the report was prepared to provide information to the District for design purposes.

4.8 Conclusions and Recommendations:
   a. Recommend lateral soil pressures for flat and sloping backfill for use in the design of buried structures. Provide information for soil located above the water tables to include the following lateral soil loads:
      • Active soil pressure
      • At rest soil pressures for stiff structures
      • Passive soil pressures
      • Surcharge soil pressures
      • Design parameters for MSE wall and elevated steel flume support structures.
   b. Recommended landslide repair/mitigation.
   c. Recommend the type of foundation system(s) to be used.
   d. Recommend allowable spread foundation bearing pressures and minimum embedment depths for isolated and continuous foundations.
   e. Provide information on the expected settlement and differential settlements for structures.
   f. Recommend mitigation measures for expansive soils.
   g. Recommend sub base requirements for foundations.
h. Provide design criteria for MSE retaining-wall-type structures. This information shall include unit weight, internal friction angle, cohesion, and coefficient of friction between soil or sub base and foundation for use in resisting lateral load.

i. Provide recommended bench section for heavy construction vehicles.

j. Recommend maximum slopes for permanent cuts and fills and discuss the need for erosion control.

k. Provide requirements for under drain and drain pipe trench design including:
   - Compaction and moisture requirements for bedding and backfill
   - Methods to prevent the under drain and drain pipe bedding and backfill from acting as a conduit for the flow of groundwater along the pipe
   - Recommendations for use of geotextiles, if necessary
   - Identify special design requirements to minimize under drain and drain pipe settlement, including seismically induced settlement.

l. Discuss excavation difficulty, depth to bedrock, bedrock excavation/blasting.

m. Recommend 2016 California Building Code seismic design coefficients for the project site for use in seismic design.

n. Provide recommendations for excavation and site earthwork, including procedures for subgrade preparation and proper placement of fills and backfill.

o. Recommend suitable materials for site fills and for backfill around structures (i.e., native soil, imported soil, or other) and compaction requirements.

p. Recommendations for processing soil stockpiles at the SPI staging area for use as suitable fill material in the project.

4.9 Deliverables

a. Draft Geotechnical and Seismic Reports – 2 bound copies and 1 electronic copy on flash drive.

b. Final Geotechnical and Seismic Reports – four bound copies and one electronic copy on flash drive.

5. 30% Design Memorandum

The consultant is to develop a design memorandum (DM) at the 30% design level that will be used as a planning level study to evaluate Flume 45 historic rock wall replacement options. The DM is to evaluate how to stabilize or preserve the existing rock wall, or if needed to justify the removal of the wall, and provide alternatives to the State Historic Preservation Office (SHPO). At a minimum, three alternatives for the historic rock wall will be detailed and presented. Construction costs for each of the design options will be developed for submittal to SHPO. The DM will be developed after the necessary geotechnical investigations have been completed to support the historic rock wall design alternatives. The 50% design will commence after SHPO has given concurrence on the wall and what is proposed to be done.
6. **Project Design and Design Documents**

The Flume 45 Replacement project design will be based on the outcome of the 30% DM as stated above.

Consultant’s design and bid documents will:

a. Conduct design review meetings that will be held at the District's office in Placerville.
b. Meet all applicable and most current codes, laws, regulations, FERC Factors of Safety and Guidelines, and professional standards.
c. Clearly identify access routes and schedule constraints.
d. Be in conformance with the sixteen-division format of the Construction Specification Institute and the District's design standards. Consultant will cooperate with District in coordinating the plans and technical specifications with the District supplied standard Division 0 and Division 1 specifications. Consultant will provide work descriptions and final opinion of probable cost for inclusion into District's standard specifications and complete sections 00400, 00520, 01100, and 01200 in addition to providing additional Division 1 construction contract specifications as necessary for the Project and not supplied in District's standard specifications. Consultant will also provide a list of anticipated submittals per section 01330.
e. Clearly identify and describe all necessary quality assurance and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet or perform. The consultant will prepare the Quality Control Inspection Program (QCIP) per FERC guidelines and for submission to FERC.
f. Include the requirements for tests, controls, performances and certifications needed to verify the specified quality level of Work for that specification section and QCIP.
g. Include a dedicated subsection within each work-related specification section to identify and list required Contractor submittals along with testing and inspection requirements.
h. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project and QCIP.
i. Incorporate the District's comments at each design review phase.
j. Cost estimates will take into consideration the current bidding environment.
Deliverables:

a. **30% Design Memorandum Submittal (Preliminary Design)**
   1. Consultant to submit 30% design memorandum detailing, at a minimum, the three alternatives for handling the historic rock wall. Details will be provided for each of the alternatives.
   2. Geotechnical investigations to support the historic rock wall alternatives
   3. The DM is to be finalized and SHPO concurrence received prior to starting on the 50% design phase.

b. **50% Design Submittal**
   1. Provide 50% level design drawings.
   4. Written response to any comments on 30% design that was not incorporated into the drawings.
   5. Consultant shall submit a detailed project description that will be used to obtain permits, agency approvals, and associated environmental documents.
   7. Provide updated Microsoft Project schedule.

c. **75% Design Submittal**
   1. Provide 75% level design drawings.
   2. Written response to any comments on 50% design that was not incorporated in the design drawings.
   4. Provide updated Microsoft Project schedule.
   5. Provide technical specifications in Microsoft Word format.

d. **100% draft Design Submittal**
   1. Written response to any comments on the 75% design that was not incorporated.
   2. The 100% draft submittal shall essentially be biddable documents that will be submitted to FERC.
   3. Provide a flash drive with front-end documents and technical specifications in Microsoft Word format, and drawings in AutoCAD and high resolution PDF in 11x17 and 24x36 format.
   4. Provide 4 - 24x36 plan sets.
   5. Provide design calculations for submission to FERC.
   6. Provide on electric copy of the FERC Quality Control Inspection Program (QCIP) documents for submission to FERC.
   8. Provide front-end specification as outlined in section 6d.
9. Provide revised technical specifications in Microsoft Word format
10. Provide constructability review documentation.
11. Provide updated Microsoft Project schedule

e. **100% Design Submittal**
   1. Flash drive with electronic copy in Microsoft Word of “Final” front end documents of sections 00400, 00520, 01100, 01200, 01330, technical specifications, and complete plan set in AutoCAD and high resolution PDF in 11x17 and 24x36 format.
   2. Provide 8 - 24x36 plan sets.
   4. Final Microsoft Project schedules.
   5. QA/QC review documentation.
   6. District signature on coversheet & stamped plan set by Engineer of Record.

7. **Regulatory and FERC / Legal Descriptions**
   The District will obtain the regulatory and environmental permits required for the work, along with FERC notification of the design. It is anticipated that the 50% design drawings will be used to obtain the regulatory permits, and that the 100% draft design drawings will be submitted to FERC. The Consultant will prepare supporting documents, including drawings and details, as needed for the approvals and respond to comments received.

8. **QUALIFICATIONS**
   At a minimum, the Consultant team must include professionals with 10 years of experience in the following qualifications:

   a. California registered geotechnical engineer
   b. California registered civil engineer
   c. California registered structural engineer
   d. California licensed land surveyor

   The Project is subject to FERC guidelines, and requires the Consultant have unique experience and schedule availability. Proposals should demonstrate they could meet the following criteria:

   a. Consultant has experience and completed projects with the current “Federal Energy Regulation Commission (FERC) Guidelines for Evaluation of Hydropower Projects”
   b. Within the last 5 years the proposed project team will have completed a minimum of two projects under the FERC Guidelines
   c. Consultant has implemented “Quality Control Inspection Programs (QCIP)” during construction in accordance with FERC guidelines
d. Consultant has performed a minimum of three projects of similar scope to the Project (Flume, canal, bench and landslide stabilization in remote areas)
e. Consultant has one project design that was constructed by use of helicopter in remote areas
f. Consultant has ability to complete all of the project elements in this RFP by the dates identified in Section 10 - Schedule
g. Consultant can report to the site by the next calendar day of the request to respond to construction issues.

10. Schedule

The District anticipates the following schedule for this project:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>October 20, 2020</td>
</tr>
<tr>
<td>Mandatory pre-proposal meeting and site visit</td>
<td>November 4, 2020</td>
</tr>
<tr>
<td>Questions due</td>
<td>November 24, 2020</td>
</tr>
<tr>
<td>Proposals due</td>
<td>December 9, 2020</td>
</tr>
<tr>
<td>Request for District Board approval of contract</td>
<td>January 11, 2021</td>
</tr>
<tr>
<td>Geotechnical investigation</td>
<td>January 2021 through April 2021</td>
</tr>
<tr>
<td>Environmental Permits and CEQA</td>
<td>February 2021 through October 2021</td>
</tr>
<tr>
<td>30% design memorandum</td>
<td>April 16, 2021</td>
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<tr>
<td>50% design submittal</td>
<td>October 18, 2021</td>
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<tr>
<td>75% design submittal</td>
<td>November 25, 2021</td>
</tr>
<tr>
<td>100% draft design submittal (100% Draft)</td>
<td>December 21, 2021</td>
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<tr>
<td>100% design submittal</td>
<td>February 10, 2022</td>
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<tr>
<td>District bids project</td>
<td>March 2022</td>
</tr>
<tr>
<td>Construction</td>
<td>August 2022 – December 2022</td>
</tr>
</tbody>
</table>
EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT SAMPLE

[See Attachment]
PROFESSIONAL SERVICES AGREEMENT

Between

EL DORADO IRRIGATION DISTRICT

And

CONSULTANT FIRM NAME

for the

Flume 45 Abutment Section Replacement

Professional Design Services

Project No. 17025.01

Dated __________ ____ , 20___
This professional services agreement ("Agreement") is dated this _____ day of __________, 20___, in the City of Placerville, State of California, by and between CONSULTANT FIRM NAME, a ___________________________, with a principal place of business at ________________, hereinafter referred to as "Consultant" and the EL DORADO IRRIGATION DISTRICT, an irrigation special district organized and existing under the California Irrigation District Law (Water Code §20500, et seq.), hereinafter referred to as "District."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Compensation"), which appendices are attached and made a part of this Agreement.

2. **Term.** This Agreement shall become effective upon its execution by Consultant and by District (including approval as to form by the District’s Office of the General Counsel). All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. **Standard of Performance.** Consultant represents that it is qualified to perform the Services and that it possesses and will continue to possess at its sole cost and expense, all necessary licenses, registrations, permits, and personnel or will obtain such licenses, registrations, permits and personnel prior to the time required. Consultant also represents that it has extensive knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.

4. **Subconsultants.** Consultant shall perform the Services using the personnel and subconsultants listed in Appendix A. Consultant shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Consultant may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon District’s written consent, which may be withheld or delayed in District’s discretion.

5. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

6. **Indemnification and Liability.**

6.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall indemnify and hold harmless District and its officers, and employees (collectively “Indemnities”) from and against all claims, loss, cost, damage, injury expense and liability (including court costs, reasonable attorneys’ fees, litigation expenses and fees of expert consultants and/or expert witnesses incurred in connection therewith and costs of investigation) 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 Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Consultant
shall reimburse Indemnitees for Indemnitees’ cost to defend themselves against a claim to the extent it is found the resulting loss was a result of Consultant’s negligence, recklessness, or willful misconduct in the performance of its services under this Agreement. Such obligations to reimburse the cost of defense, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of any Indemnitee.

6.2 Consultant shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

6.3 District shall include a provision in any resulting construction contract with the general contractor on the Work requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontracts. District shall also include a provision in the construction contract with the general contractor on the work requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. Consultant shall bear the risk of an inadvertent omission of such provisions. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.

6.4 Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement.

6.5 District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Work site is outside of Consultant’s expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant’s insurance. District shall either hire an expert consultant in this field if the Work involves such materials or, the event the hazardous materials consist of naturally occurring asbestos, District shall require the contractor to comply with all applicable requirements of the El Dorado County Air Quality Management District (AQMD) and any other applicable governmental requirements relating thereto. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling, or removal of such materials. Consultant shall be responsible to coordinate with District’s expert consultant as required by Appendix A.

7. Notices. District and Consultant shall provide notices to the other in the form of a writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

ATTN CARY MUTSCHLER
ATTN PROJECT MANAGER
EL DORADO IRRIGATION DISTRICT
CONSULTANT FIRM NAME
2890 MOSQUITO RD
ADDRESS
PLACERVILLE CA 95667
CITY STATE ZIP

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

8. Insurance. Consultant shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

9. Independent Contractor. Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to
means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Consultant will issue District a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving District of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by District hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

10. Conflict of Interest; Confidentiality.

10.1 Consultant represents that it is familiar with Sections 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. If, following execution of this Agreement, Consultant becomes aware of any such facts, whether presently existing or after-arising, Consultant shall promptly inform District of same, along with a proposal for remediying the violation. District may determine whether the proposal, or any other proposed resolution, is satisfactory, in its sole discretion.

10.2 Consultant represents that it has completely disclosed to District, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the District and its reporting requirements, including without limitation the Conflict of Interest Code for the El Dorado Irrigation District.

10.3 Consultant covenants 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 Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future, conflict of interest between providing District the Services hereunder and any interest Consultant 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. The provisions of this Section 10 shall remain fully effective indefinitely after termination of Services to District hereunder.

10.4 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to District’s interests where such confidential information could be used adversely to District’s interests. Consultant agrees to notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

10.5 Any publicity or press releases with respect to the Project or Services shall be under District’s sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District’s prior written consent. Consultant shall have the right, however, without District’s further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
10.6 The provisions of this Section 10 shall remain fully effective indefinitely after termination of Services to District hereunder.

11. Suspension and Termination of Services.

11.1 District may direct Consultant to 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. Suspension of Services shall be treated as an excusable delay.

11.2 District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Consultant demanding such cure. In the event District terminates this Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination.

11.3 District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District’s best interests. In the event District terminates this Agreement for convenience, Consultant shall be entitled to be paid for Services satisfactorily performed to the termination date, but may recover no other cost, damage or expense.

11.4 Following any termination under this Section 11, Consultant shall:

11.4.1 Stop Services under the Agreement on the date and to the extent specified in the notice of termination;

11.4.2 Terminate and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require.

11.4.3 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated; and

11.4.4 Complete performance of any part of the Services which were not terminated; and

11.4.5 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant’s possession and in which District has or may acquire an interest.

12. Ownership of Work Product/Public Records Act. Any interest (including copyright interests) of Consultant, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant and delivered to District at any time in connection with the Services, shall be the property of District. Documents not delivered to the District, or prepared by subconsultants or by any other party not subject to this Agreement, shall remain the property of the person or entity that prepared them. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement and delivered to District shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works and any former works created by Consultant under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works when and as created. With District’s prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Both parties understand and agree that District must comply with the California Public Records Act (“Act”). If Consultant believes that any document or information delivered to District in connection with Consultant’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.
13. **Audit/Inspection of Records.**

13.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant 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 memoranda, 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. Consultant 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.

13.2 The Consultant shall maintain full and adequate records in accordance with District requirements to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of seventy-five (75) miles from the offices of District at 2890 Mosquito Road, Placerville, California 95667, Consultant shall, upon request of District, make such books and records available to District for inspection at a location within said seventy-five (75) mile radius or Consultant shall pay to District the reasonable, and necessary costs incurred by District in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by District, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after District makes the final or last payment or within three (3) years after any pending issues between District and Consultant with respect to this Agreement are closed, whichever is later.

14. **Non-discrimination.** Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant 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, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’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.

15. **Disputes.** Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement. Consultant shall continue to receive payment under this Agreement for work that is unrelated to the dispute and completed in accordance with this Agreement.

16. **No incidental, etc. damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. **California Law.** This Agreement shall be deemed to have been executed in the City of Placerville, El Dorado County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation arising from or relating to this Agreement shall be in El Dorado County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.
18. **Prevailing Wage Laws.** When applicable, the Consultant 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, Consultant shall post the applicable prevailing wage rates at the Site. The California Department of Industrial Relations website is www.dir.ca.gov.

19. **No Third Party Beneficiaries.** 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. Time is of the essence in the performance of this Agreement.

20. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

21. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under 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 thereunder to enforce or compel strict compliance with every provision hereof. 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 Consultant.

22. **Statutes of Limitation.** 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. The commencement and running of the statute of limitations for latent defects shall be as provided by California Code of Civil Procedure section 337.15 or any successor statute.

23. **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: 6, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22 and 23.

24. **Miscellaneous.** Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by District in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law. 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.

25. **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 attorneys’ fees.
26. **ADA Compliance.** If, in the course of conducting the Services subject to this Agreement, Consultant offers a public program, service, or meeting on behalf of the District, Consultant 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.

27. **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 E) and complete the Vendor Work Plan included in Appendix E. 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 Cary Mutschler at cmutschler@eid.org.
28. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

“District”

EL DORADO IRRIGATION DISTRICT

By: ______________________________________
   Jim Abercrombie, General Manager

By: ______________________________________
   Brian Mueller, Director of Engineering

By: ______________________________________
   Elizabeth Dawson, P.E., Engineering Manager

By: ______________________________________
   Cary Mutschler, P.E., Senior Civil Engineer

Approved as to form:

________________________________________
Office of the General Counsel

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE DISTRICT’S OFFICE OF THE GENERAL COUNSEL.

“Consultant”

CONSULTANT FIRM NAME

By: ______________________________________
   (signed)

   (printed name)

Title: ____________________________________

By: ______________________________________
   (signed)

   (printed name)

Title: ____________________________________
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<thead>
<tr>
<th>Appendix A</th>
<th>Scope of Services</th>
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<td>Appendix D</td>
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<td>Appendix E</td>
<td>District SOP – Safe Work Practices/Vendor Access to District Facilities-Personnel</td>
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<td>Schedule 1</td>
<td>Personnel</td>
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</table>
APPENDIX A – SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated _________________, 20__ (“Agreement”) between the EL DORADO IRRIGATION DISTRICT (“District”) and CONSULTANT FIRM NAME (“Consultant”), for the provision of professional services (“Services”).

Consultant shall perform engineering design services as described in the District’s Request for Proposals (RFP20-09 Flume 45 Abutment Section Replacement Project Design Professional Services, dated October 20, 2020, ## pages) (“RFP”) and Consultant’s proposal dated __________ #_, 2020 (## pages) submitted in response thereto RFP (“Proposal”). The RFP and Proposal are attached hereto as Exhibits 1 and 2 to this Appendix A and incorporated herein by referenced in accordance with all terms and conditions of this Agreement and all attachments hereto.

END OF APPENDIX A
APPENDIX B - PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of, the Professional Services Agreement dated __________________, 20___ ("Agreement") between the EL DORADO IRRIGATION DISTRICT ("District") and CONSULTANT FIRM NAME ("Consultant"), for the provision of professional services ("Services").

1 Amount of Compensation for Services of Consultant

Excluding Additional Services only, the Guaranteed Maximum Payment to Consultant for all Services performed under this Agreement shall not exceed $_______, referred to hereafter as the Guaranteed Maximum Price ("GMP"). The GMP includes within its scope the cost of all subconsultants and shall constitute full compensation for the Services.

1.1 Consultant shall be paid for its Services (and for services of its subconsultants) rendered based upon the hourly “Billing Rates” of each Consultant and subconsultant employee as described below, but except for Additional Services, in no event shall Consultant invoice or receive (including subconsultants) any payment exceeding the GMP.

1.2 The Billing Rates used as a basis for payment apply to all of Consultant’s and subconsultants’ principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

1.3 If District and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the GMP.

1.4 Consultant may not invoice or receive payment for the GMP greater than Consultant’s percentage completion of the Services, as determined by District based on Services performed. In no event shall Consultant invoice or receive (including subconsultants) payment for fees exceeding the GMP.

1.5 The Billing Rates shall include all overhead rates to cover costs and other compensation of Consultant’s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Consultant whether at the site or in his principal or a branch office for general administration of the Services and not specifically included in the list of personnel, Consultant’s principal and branch offices other than Consultant’s office at the site. In addition, the hourly rates shall include any part of Consultant’s capital expenses, including necessary transportation, travel and subsistence expenses of Consultant’s employees, incurred in discharge of duties connected with the Services. The Billing Rates shall also include minor expenses connected with the Services such as copies, computers, software, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the Services.

2 Work Breakdown Structure (NOT USED)

3 Methods of Payment to Consultant

3.1 For Basic Services on the Project. Consultant shall submit monthly invoices with reasonable detail of the daily time incurred by personnel assigned to the Project, supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant’s total billings. Subconsultants shall be billed at the amount billed to Consultant therefor times 1.05.
3.2 For Additional Services. District shall pay Consultant for Additional Services, as defined below, as follows:

3.2.1 General. For Additional Services of Consultant’s professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Consultant’s Billing Rates.

3.2.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times 1.05 for general and administrative expenses.

3.2.3 For Additional Services on an hourly basis, Consultant agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of District.

4 Definitions

4.1 “Additional Services” mean services beyond the scope of the Services defined in this Agreement.

4.2 The “Billing Rates” are the hourly rates indicated in Exhibit 2 to Appendix A.

5 Invoices

All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt.

END OF APPENDIX B
This is an appendix attached to, and made a part of, the Professional Services Agreement dated ________________, 20__ (“Agreement”) between the EL DORADO IRRIGATION DISTRICT (“District”) and CONSULTANT FIRM NAME (“Consultant”), for the provision of professional services (“Services”).

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof, in the form of certificates of insurance and/or policy endorsements, that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 general aggregate and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits not less than the amounts required by law. Consultant’s Workers’ Compensation Insurance policy shall, by endorsement, contain a Waiver of Subrogation as to each named and additional insured. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance (if applicable)

Professional Liability Insurance, either (a) specific to this Project only, 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. Consultant 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 Consultant has maintained said coverage.
2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of El Dorado Irrigation District as Additional Insured.

On Consultant’s Commercial General Liability policy and Automobile Liability Policy, the El Dorado Irrigation District, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the monetary limits of Consultant’s insurance policy.

2.3 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.

2.4 Consultant’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant’s primary and excess Commercial General Liability policies provided pursuant to this Agreement.

2.5 Certificates of Insurance and Endorsements shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

2.6 Other than Professional Liability, any insurance policy written on a claims-made basis is subject to the approval of the District’s Legal Counsel.

2.7 Nothing contained herein shall be construed as limiting in any way the extent to which Consultant or any of its employees or subconsultants may be held responsible for payment of damages resulting from Consultant’s operations.

2.8 If Consultant fails to maintain any required insurance, District may (but is not obligated to) obtain such insurance, and may deduct and retain the cost of any premium so incurred from any sums due Consultant under this Agreement.

END OF APPENDIX C
APPENDIX D – DELIVERABLES LIST

This is an appendix attached to, and made a part of, the Professional Services Agreement dated ______________, 20___ (“Agreement”) between the EL DORADO IRRIGATION DISTRICT (“District”) and CONSULTANT FIRM NAME (“Consultant”), for the provision of professional services (“Services”).

Consultant shall provide the following deliverables:

See Exhibits 1 and 2 to Appendix A.

END OF APPENDIX D
APPENDIX E – DISTRICT SOP
SAFE WORK PRACTICES/VENDOR ACCESS TO DISTRICT FACILITIES-PERSONNEL

This is an appendix attached to, and made a part of the Professional Services Agreement dated __________, 20___ (“Agreement”) between the EL DORADO IRRIGATION DISTRICT (“District”) and CONSULTANT FIRM NAME (“Consultant”), for the provision of professional services (“Services”).

[See Attachment]

END OF APPENDIX E
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). ¹ 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.

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 employ 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:  

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

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:**

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<th>Vendor Requirements</th>
<th>Yes</th>
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<td>EID Vendor SOP Acknowledgement Signed</td>
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<tr>
<td>EID Staff Required</td>
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**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
SCHEDULE 1 – PERSONNEL

This is a schedule attached to, and made a part of, the Professional Services Agreement dated ________________, 20___ ("Agreement") between the EL DORADO IRRIGATION DISTRICT ("District") and CONSULTANT FIRM NAME ("Consultant"), for the provision of professional services ("Services").

See Exhibit 2 to Appendix A.

END OF SCHEDULE 1
EXHIBIT C

WAIVER AND GENERAL RELEASE

[See Attachment]
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: Flume 45 Abutment (south of Hwy 50 east of Pollock Pines, CA)

DATE: November 4, 2020

PURPOSE: Mandatory Pre-Proposal Site Walk for RFP20-09 (Flume 45 Abutment Section Replacement-Design)

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 4th day of November, 2020:

COMPANY NAME

PRINTED NAME

SIGNATURE

BUSINESS OR RESIDENTIAL ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER