

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Hazardous Fuel Reduction – Fire Safe on the Divide

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): February 21, 2025 at 3:00 PM

**Submit Proposal to: Adam Brown
Operations Manager
Georgetown Divide Public Utility District Office
6425 Main Street
P.O. Box 4240
Georgetown, CA 95634**

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFPs is at the following website: http://gd-pud.org/#Bids_&_Proposals

**Request for Proposal
Hazardous Fuel Reduction – Fire Safe on the Divide**

<u>SECTION</u>	<u>PAGE</u>
1. INTRODUCTION	1
1.1 General Description of RFP	1
1.2 RFP Schedule	1
1.3 Bidding Instructions	2
2. BACKGROUND	2
3. SCOPE OF SERVICES	3
3.1 Project Objectives	3
3.2 Project Timing	3
3.3 Treatment Prescription	3
3.4 Facilities Protection	5
3.5 Environmental Protections	5
4. RFP SUBMITTAL REQUIREMENTS	8
5. QUESTIONS	9
6. GENERAL TERMS AND CONDITIONS	9
6.1 Limitation	9
6.2 Public Records	9
6.3 Contract Agreement	9
<u>ATTACHMENTS</u>	
A. Figures	
B. Sample Agreement	

Request for Proposal

Hazardous Fuel Reduction – Fire Safe on the Divide

1. INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting Bids from Contractors to implement hazardous fuel reduction portion of the Fire Safe on the Divide project (the Project).

The District will use a “Scored Ranking System” process in determining which firm to select for the contract. The process will include an evaluation and ranking of firms based on set evaluation criteria.

The District will open and review the proposal to establish the top ranked firm. If for any reason an acceptable contract cannot be negotiated with the top ranked firm, negotiations will commence with the next-ranked firm.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

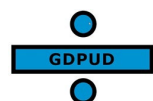
1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, selection process, and required format of the RFP, as well as a sample copy of the District’s Professional Services Agreement.

1.2 RFP Schedule

Advertisement of RFP	January 17, 2025
Pre-Bid Tour	January 30, 2025 1:00 pm (District Office)
Deadline for Questions	February 7, 2025
Response to Questions	February 14, 2025
Deadline for RFP Submittal	No later than 3:00 PM, February 21, 2025
Final Selection	Anticipated March 6, 2025

An optional pre bid tour will be held on January 30th starting at 1:00 pm at the District office located at 6425 Main St, Georgetown, CA 95634. The tour will last approximately 3 hours. This will be the



Request for Proposal

Hazardous Fuel Reduction – Fire Safe on the Divide

only opportunity for bidders to visit the project site. Contractors planning to attend the tour shall RSVP to rgallian@masonbruce.com by January 28, 2025

1.3 Bidding Instructions

- A. Bids shall be provided on a per acre basis for the fuel reduction portion of the project. Payment will be based on the actual area treated which may be less than unit acres, and will exclude areas untreated due to operational constraints, environmental protections, or areas excluded from treatment by the landowner.
- B. In order to meet project specifications, some manual work will be required using handheld power equipment and manual transport of material to a location where it can be processed. This shall be accounted for in the per acre cost.
- C. Completed areas shall be verified by the project area prior to payment of invoices. Verification shall occur within 5 working days on completion notification by the contractor. Invoice frequency shall be spaced so no more than 10 invoices are issued from project start of the project to completion.
- D. Hazard tree removal of trees over 14 inches DBH shall be bid on a per hour basis for both labor and equipment. Include a rate schedule for labor and equipment to be used for hazard tree removal. Hazard tree will be removed on a prioritized basis as the project budget allows.

2. BACKGROUND

This Project is being implemented to clear hazardous vegetation around District infrastructure with the intent to reduce wildfire risks for the District and surrounding properties. This project is funded through a Department of Forestry and Fire Protection Grant the District was granted in 2023.

The Project totals 230 acres and are located on various parcels in El Dorado County near the communities of Georgetown, Garden Valley, Greenwood and Cool. The parcels are accessed via California Highway 193, Wentworth Springs Road, Reservoir Road, and various surface streets within the community of Auburn Lake Trails. Specific parcels include parcels owned and operated by the District as wells as parcels containing District infrastructure not owned by the District. Specific right-of-entry agreements are being executed for non-District property.

Phase I of the Project will entail a total of up to 67.4 acres located on District property and phase II of the Project will entail up to 162.6 acres. Phase II of project work locations are located on private property. The total acres will depend on executed right-of-entry agreements. Treatment areas on a project parcel may be expanded or reduced based on Right of Entry agreement distribution and onsite conditions. Figures depicting project locations are included in Attachment A.

Request for Proposal

Hazardous Fuel Reduction – Fire Safe on the Divide

3. SCOPE OF SERVICES

The Project will involve clearing by cutting and chipping brush and small trees adjacent to District facilities, thinning of understory trees and brush in buffer areas around District facilities and along District canals. In addition, the removal of designated dead trees of any size that could fail and strike any District facilities. Work may be accomplished using manual or mechanical felling, mastication, or chipping. Due to the presence of paved roads, narrow access roads, and tight working conditions, smaller rubber track or rubber tire mounted equipment with mastication heads or grapples mounted on a boom are recommended.

3.1 Project Objectives

- A. Modify vegetation to create fire-adapted conditions around the facilities
- B. Enable access for evacuation and fire suppression
- C. Maintain a safe water supply for residents
- D. Alter vegetation to a condition manageable by the District

3.2 Project Timing

Following contract execution, work may occur between April and October 2025. All project work must be completed and invoiced by December 2025. At least 30% of project work must be completed by June and 60% of project work must be completed by August.

3.3 Treatment Prescription

A. Road and Facilities Clearance

- i. **Roadsides** - On District property all roadside areas within 15 feet of the traveled area are to be cleared of all debris, logs, vegetation, and trees less than 10 inches diameter at breast height (dbh). Roadside ditches are to be cleared of all debris and vegetation and trees less than 10 inches dbh. Small trees (seedlings and saplings) are to be cut or grubbed at ground level along roadsides and within ditches.
- ii. **Fencelines** - Fencelines are to be cleared of all debris and vegetation to a clearance width of six feet.
- iii. **Valves, vaults, hydrants and exposed pipes** – The area around any valve, hydrant, vault, or exposed pipe shall be cleared of all debris and vegetation to a clearance width of six feet.

Request for Proposal Hazardous Fuel Reduction – Fire Safe on the Divide

B. Tree Removal

All dead trees of less than 14 inches diameter measured 4.5 feet above the ground (dbh) shall be felled. Designated dead trees greater than 14 inches dbh that could fail and strike a District facility or road shall be felled as directed by the project manager, all material less than 12 inches in diameter shall be chipped.

C. Tree Thinning

Green trees less than 10 inches diameter measured 4.5 feet above the ground (dbh) will be thinned to achieve 25-foot post treatment tree spacing. Live overstory trees greater than 10 inches dbh will remain uncut and be counted towards the 25-foot spacing.

The contractor shall not be required to thin trees less than 1 foot in height. Incidental thinning of these trees associated with brush and downed wood treatment is expected. This does not exclude the tree removal near roads and facilities.

D. Tree Pruning

Throughout the project area trees shall be pruned to a height of 12 feet. Trees less than 17 feet tall shall be pruned to 70% of total height (30% live crown ratio).

Along access roads, branches overhanging the road shall be cut to achieve 16-foot clearance.

Hardwood tree pruning shall be limited to dead branches of any size or green branches less than 2 inches in diameter. Branches that are larger than 2 inches or show signs of decay shall be pruned if they overhang an access road or a District facility.

E. Brush Treatment

In treeless areas, all brush within 100 feet of structures shall be cut. All brush within 15 feet of the travelled surface of roads shall be cut. All brush within 6 feet of a fence shall be cut.

In areas beyond structures and fences, approximately 90% of brush within the treatment areas shall be cut. Retained brush shall be present in dispersed patches no greater than 100 square feet in area. The contractor will not be required to cut brush less than 6 inches in height.

F. Downed Wood Treatment

Pre-existing downed woody debris greater than 3 inches in diameter and less than 12 inches in diameter shall be chipped or masticated.

Request for Proposal

Hazardous Fuel Reduction – Fire Safe on the Divide

G. Material Processing

Thinned trees, dead trees to a bole diameter of 12 inches, brush, limbs, and preexisting downed woody debris shall be chipped and spread to a depth no greater than 6 inches or masticated to the following specification. Standards can be modified by agreement where surface rock or other obstacles make the standard unfeasible.

- i. 75 percent shall be less than or equal to 6 inches in length.
- ii. 20 percent shall be between 6 inches and 2 feet in length.
- iii. 5 percent may be from 2 feet to 4 feet in length.
- iv. Depth of dispersed, chipped material should be between 2 inches and 6 inches.

3.4 Facilities Protection

- A. The contractor shall identify all facilities requiring protection (such as valves, hydrants, vaults, and exposed pipes) prior to operating in an area.
- B. Trees, brush, and debris within 6 feet of GPUD facilities (such as valves, hydrants, vaults, and exposed pipes) shall be cut and removed by hand.
- C. No heavy equipment shall drive over or work within 6 feet of GPUD facilities (such as valves, hydrants, vaults, and exposed pipes)
- D. The contractor shall not cover or bury GPUD facilities (such as valves, hydrants, vaults, and exposed pipes) with chips, soil, or debris.

3.5 Environmental Protections

A. Soils

- i. Mechanical treatments shall not be conducted on saturated soil conditions that may produce significant sediment discharge. Indicators or saturated soil conditions may include, but are not limited to:
 - Areas of ponded water;
 - Pumping of fines from the soil or road surfacing;
 - Loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts;
 - Spinning or churning of wheels or tracks that produces a wet slurry; or
 - Inadequate traction without blading wet soil or surfacing materials.
- ii. Stabilize Disturbed Soil Areas: where treatment results in exposure of bare soil over 800 square feet, stabilize with chips or mastication debris.

Request for Proposal
Hazardous Fuel Reduction – Fire Safe on the Divide

B. Hydrology

- i. All trees shall be directionally felled away from the class I or II watercourses, and District ditches and canals.
- ii. Chips or masticated debris shall not be broadcast towards lakes, ponds, class I or II watercourses, District ditches or District canals.
- iii. Heavy equipment shall not operate within 50 feet of class I or II natural watercourses except for at specific paths at designated crossings. When crossings are needed the contractor will contact the contract administrator to schedule a meeting to designate crossing locations.
- iv. Heavy equipment shall not operate within 25 feet of District canals or ditches, unless on existing hard surfaces such as roads or other areas approved by the project manager. This does not exclude heavy equipment located greater than 25 feet from the canal reaching into the area within 25 feet of the canal.
- v. Heavy equipment shall not cross any District canals or ditches, except at prepared crossings such as bridges, culverts, or hardened fords.

C. Wildlife

- i. During Nesting season, (February 1st to September 15th) the project area shall be surveyed for nesting birds by the contract administrator within 1 week of the start of operations.
- ii. Elderberry plants will be identified by the contract administrator and excluded from treatment.

D. Botanical

- i. Do not treat sensitive plants identified by the contract administrator. Plants may be identified with flagging or pin flags on single plants or groups of plants.

E. Cultural

- i. If identified, cultural sites may be excluded from treatment.

F. Air Quality

- i. If fugitive dust originating from project activities could impact nearby residences or obscures visibility on a public roadway, artificially wet the work area to control the dust.
- ii. Clean mud from vehicle tires and tracks before entering paved public roads. Sweep or remove any soil tracked onto paved roads by contractor equipment.

G. Noise

- i. Do not operate chainsaws, chippers or masticators before 6 am or after 6 pm within 250 feet of a residence.

Request for Proposal Hazardous Fuel Reduction – Fire Safe on the Divide

H. Fire protections

- i. Operations will be prohibited during red flag warning periods.
- ii. During periods of the year when burn permits are required or burning is prohibited, operations shall cease when onsite relative humidity is less than 20 percent. During this period a 3-hour fire patrol will be required following heavy equipment or chainsaw use.
- iii. The contractor will be required to have a sealed fire toolbox onsite, which includes one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a number of shovels greater than or equal to the number of employees at the operation.
- iv. The contractor will be required to carry a serviceable Underwriters Laboratories (UL) approved fire extinguisher containing a minimum of 14 ounces of fire retardant with each operating power saw.
- v. When heavy equipment is used for mastication, chipping, transporting, or processing cut material, and during periods of time where burn permits are required or burning is not allowed, a tank truck or trailer, or CAFS system will be onsite.
 1. The tank truck or trailer must meet the following requirements:
 - a. Contain at least 300 gallons of water.
 - b. 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings.
 - c. Shall be capable of applying a minimum of 40 pounds pressure at the nozzle on 300 feet of hose.
 - d. Shall be capable of being transported throughout the unit.
 2. If a CAFS system is used, it must meet the following requirements:
 - a. The CAFS will be 30 gallons or larger.
 - b. Variable foam expansion ratio – 10:1 to 20:1.
 - c. Units shall be kept fully charged with air/water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
 - d. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
 - e. The unit shall be capable of being completely recharged within 10 minutes.

**Request for Proposal
Hazardous Fuel Reduction – Fire Safe on the Divide**

- vi. All heavy equipment shall be equipped with 1 shovel (> 46", sharp, handle smooth, size O or larger) 1 axe (> 28", > 2 1/2 lbs +, sharp, handle smooth) Two 4-A:60-B:C or larger fire extinguishers.
- vii. All onsite employees shall be trained in fire safety. Including how to use fire extinguishers, how to inspect equipment and work areas at shut down, how to contact assistance in the event of a fire.
- viii. Post a fire watch with fire extinguisher for any cutting, grinding, or welding of metal.

4. RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to establish qualifications to oversee quality control and simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by the District no later than **February 21, 2025 at 3:00PM**. If a Proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the Proposal to the District on or before the deadline.

Proposals shall be clearly marked "*Hazardous Fuel Reduction – Fire Safe on the Divide*" and submitted to:

**Adam Brown
Operations Manager
Georgetown Divide Public Utility District
6425 Main Street
P.O. Box 4240
Georgetown, CA 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

Include the following information in the proposal:

- A. Cost per acre for the fuels reduction portion of the project (40 points)
- B. Rate schedule for hazard tree removal over 14 inches DBH (10 points)
- C. Project approach (25 points)
 - i. Describe how the project specifications will be met
 - ii. List equipment to be used on the project
- D. Project Experience (25 points)
 - i. List at least 4 projects of a similar scope completed within the past 10 years. Include a brief description of the project scope and provide a reference which can be contacted by the project manager.

Request for Proposal Design and Installation of Stream Gages

- ii. List name and experience / qualifications of the crew Forman(s) to be utilized on the project.

5. QUESTIONS

If you have any questions regarding this RFP, prior to **February 7, 2025**, please contact:

Adam Brown, Operations Manager
Email: abrown@gd-pud.org

6. GENERAL TERMS AND CONDITIONS

6.1 Limitation

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. The District is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The District reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

6.2 Public Records

All proposals shall become the property of the District and will become public records and, as such, may be subject to public review.

6.3 Contract Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from the District.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment B. The District will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements.



ATTACHMENT A

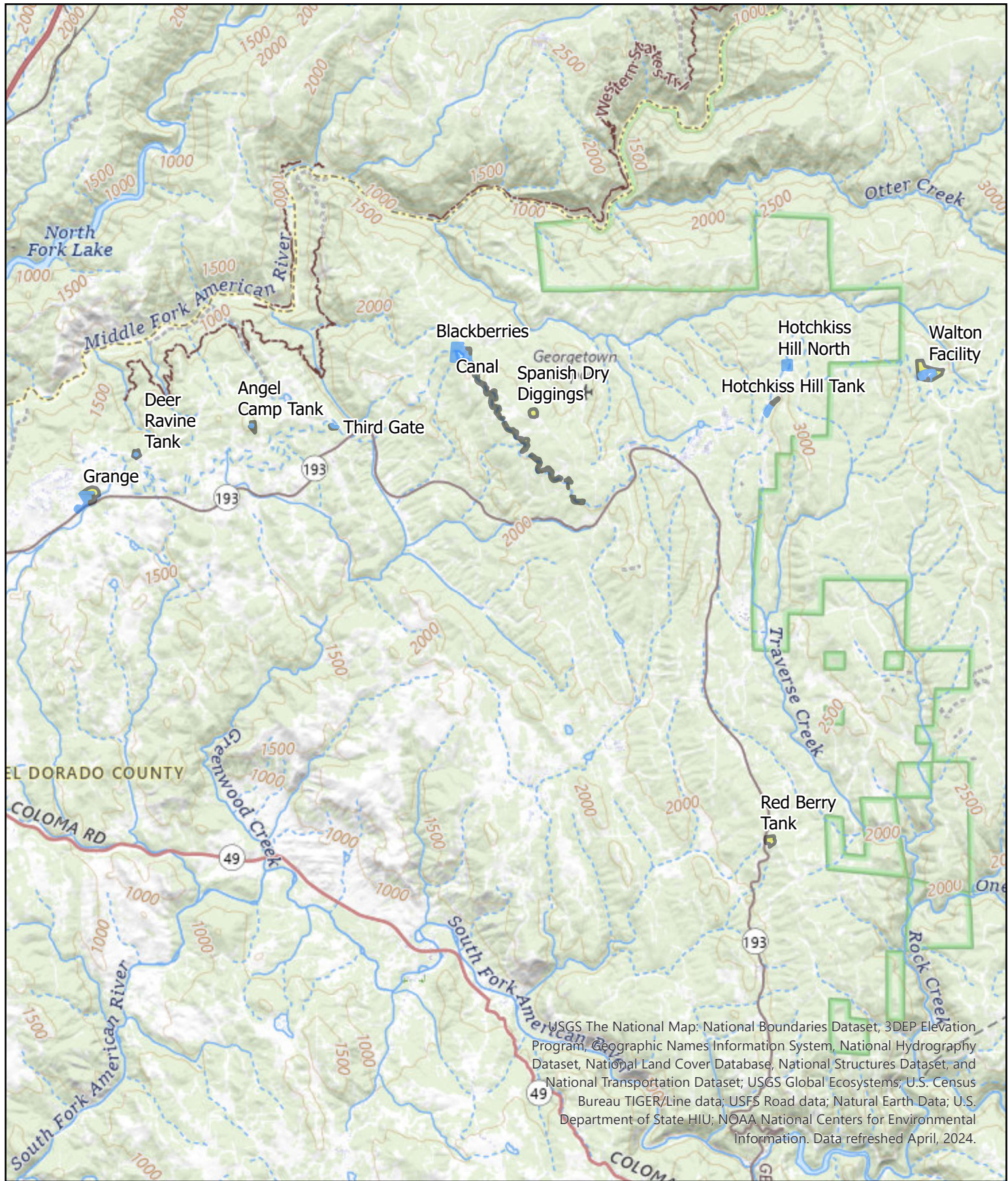
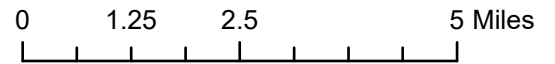
FIGURES

Fire Safe on the Divide



Project Area

-  Private Ownership
-  GPUD Ownership



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road data; Natural Earth Data; U.S. Department of State HIU; NOAA National Centers for Environmental Information. Data refreshed April, 2024.

Fire Safe on the Divide

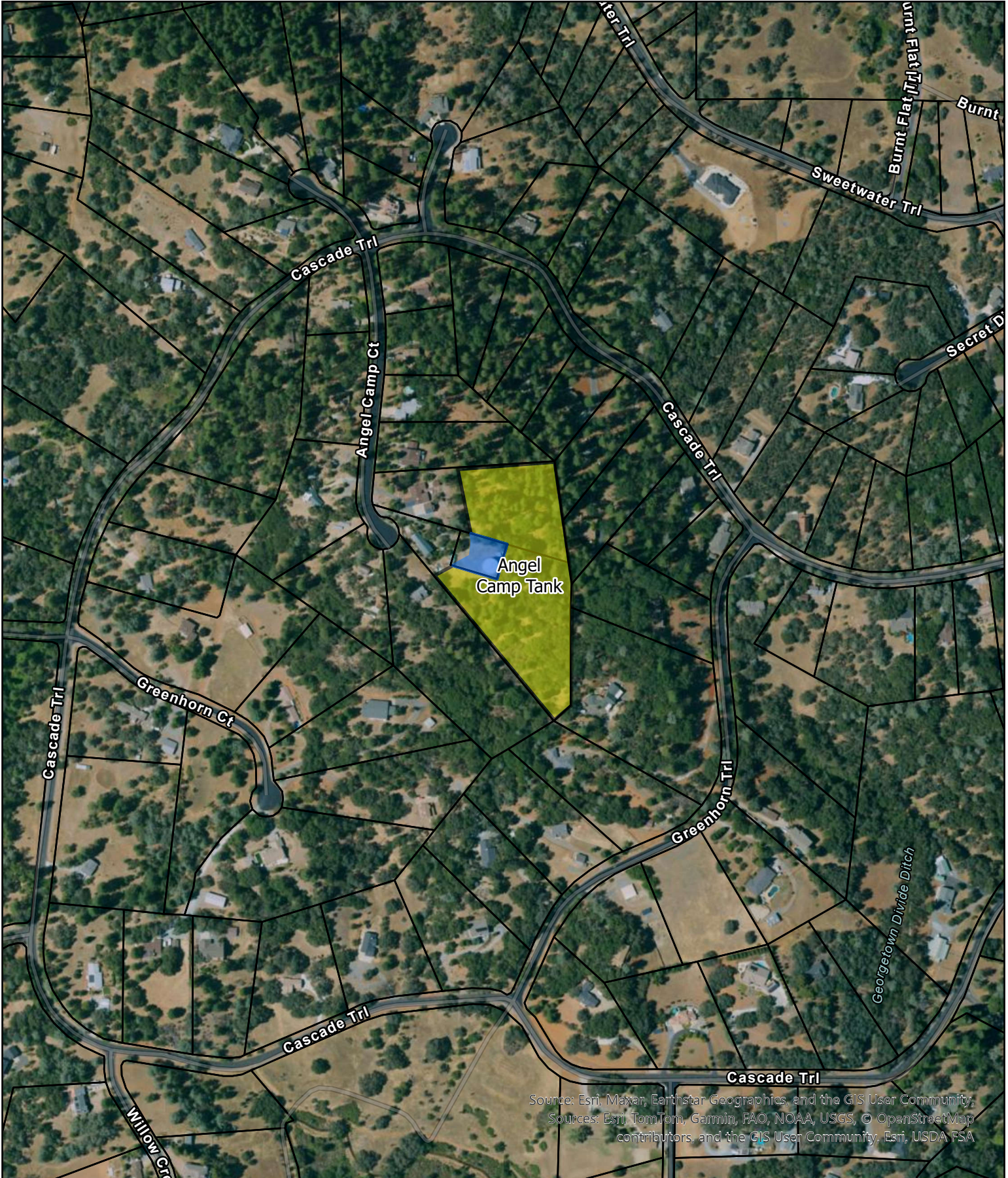
Project Area

Parcels

Private Ownership

GPUD Ownership

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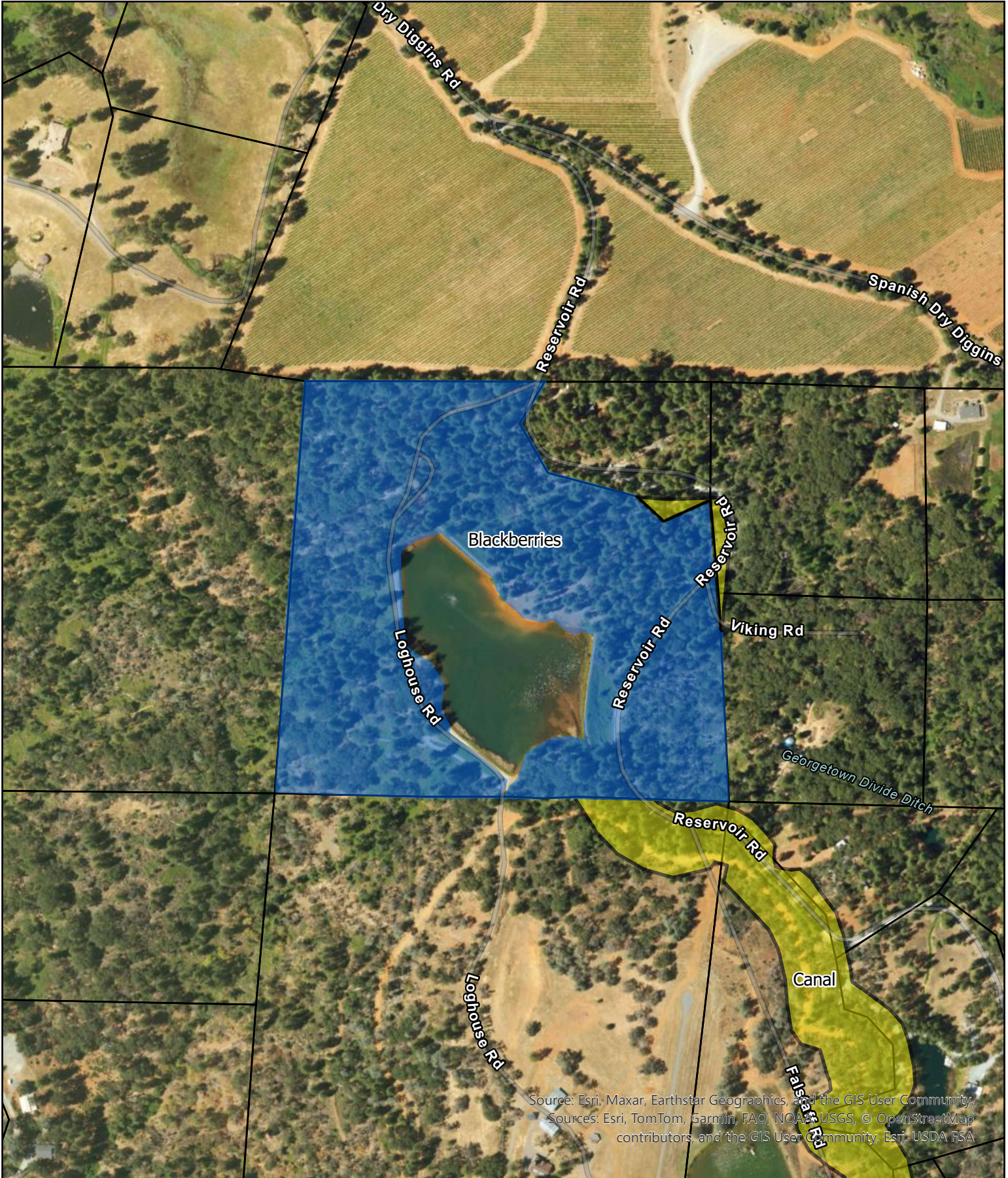
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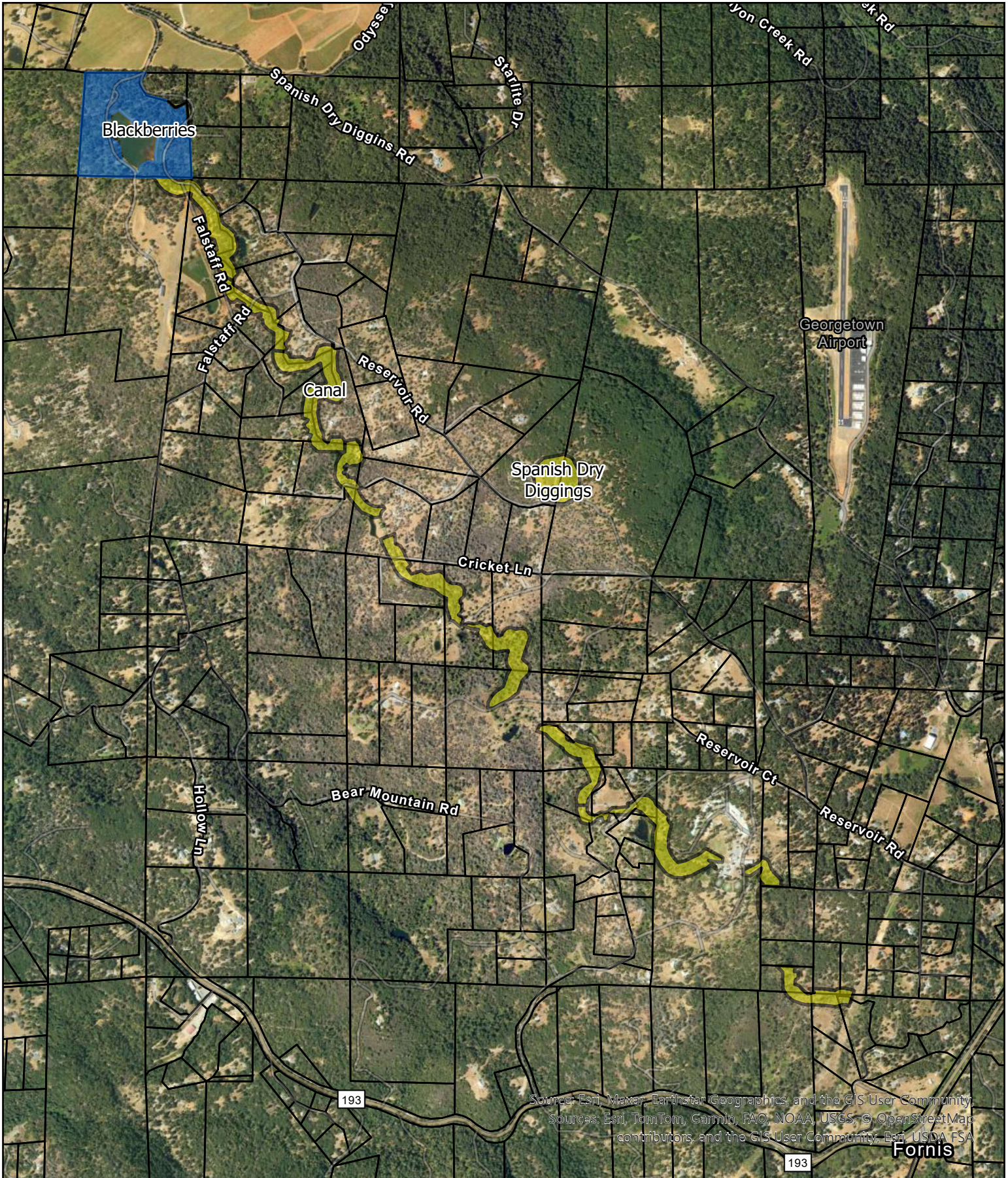
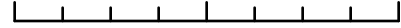
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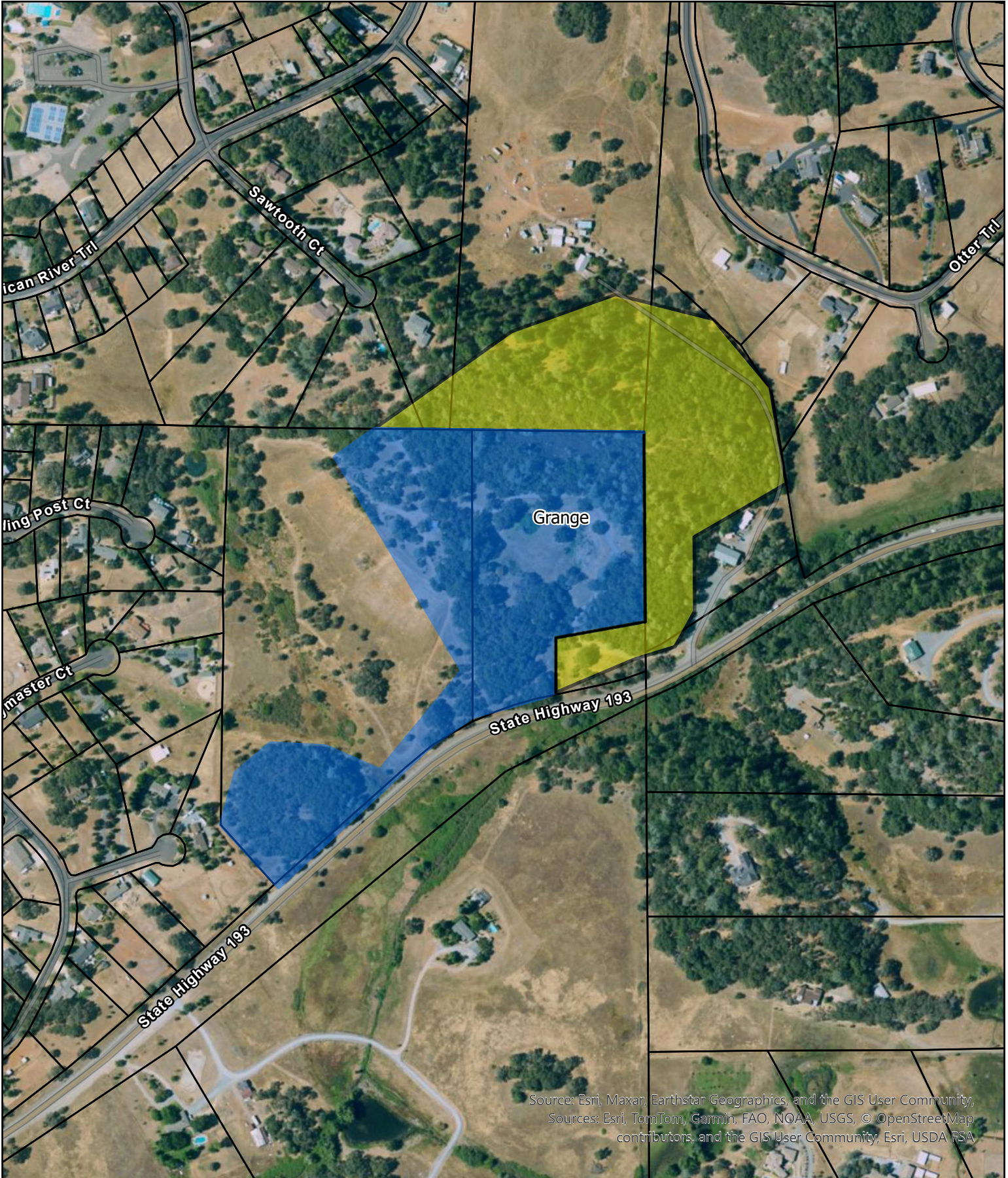


Project Area

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- GPUD Ownership

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Project Area

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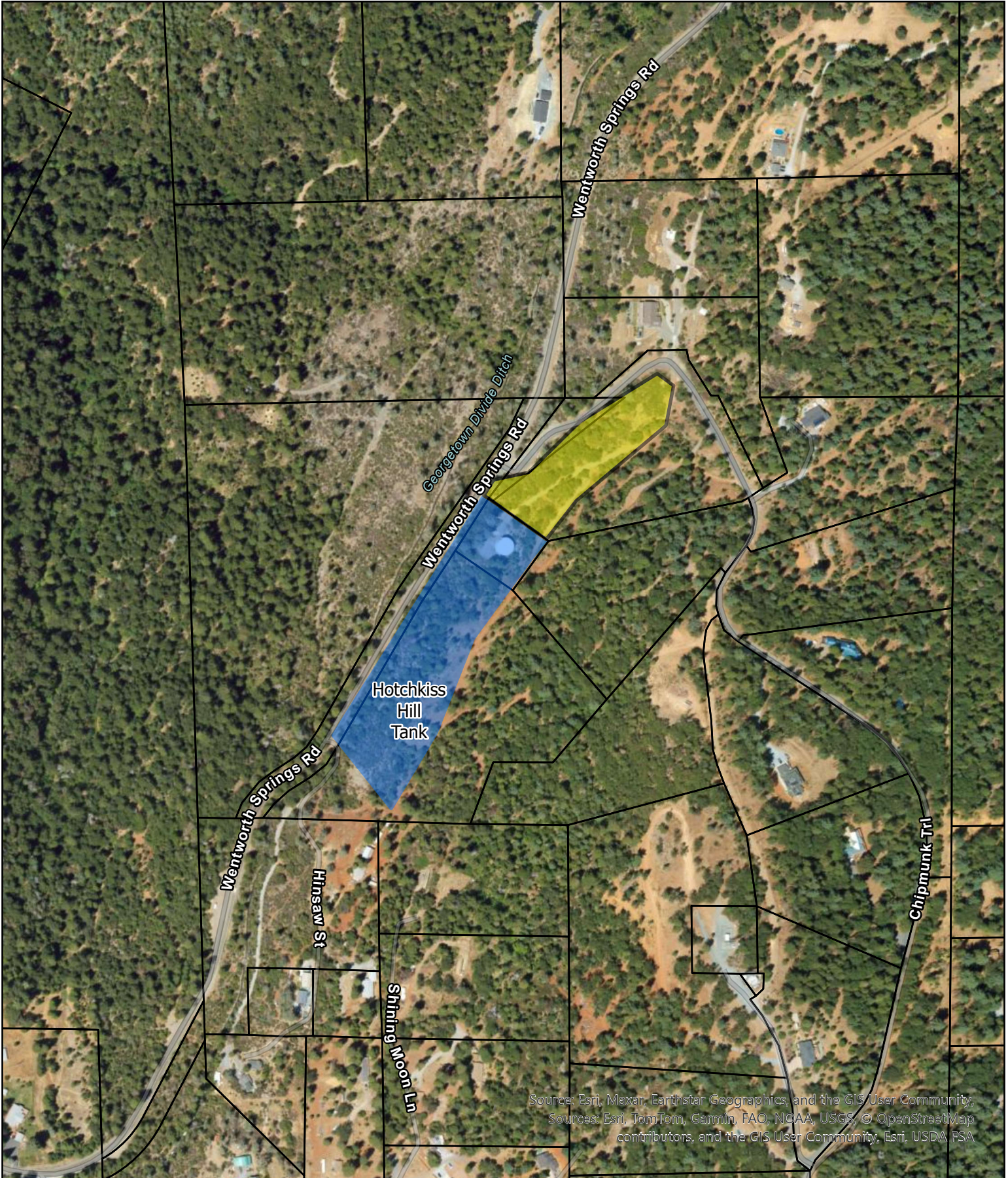
Project Area

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Project Area

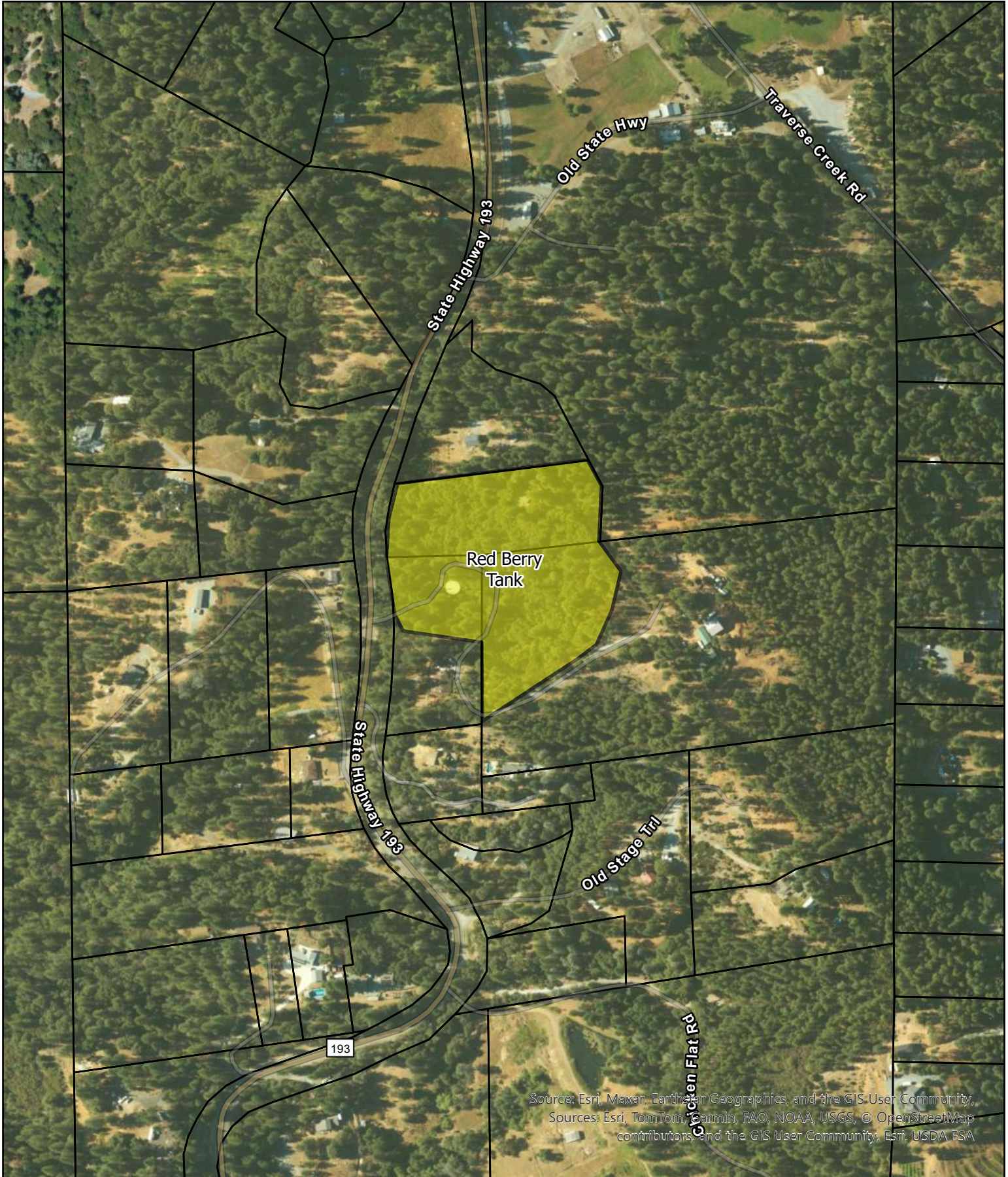
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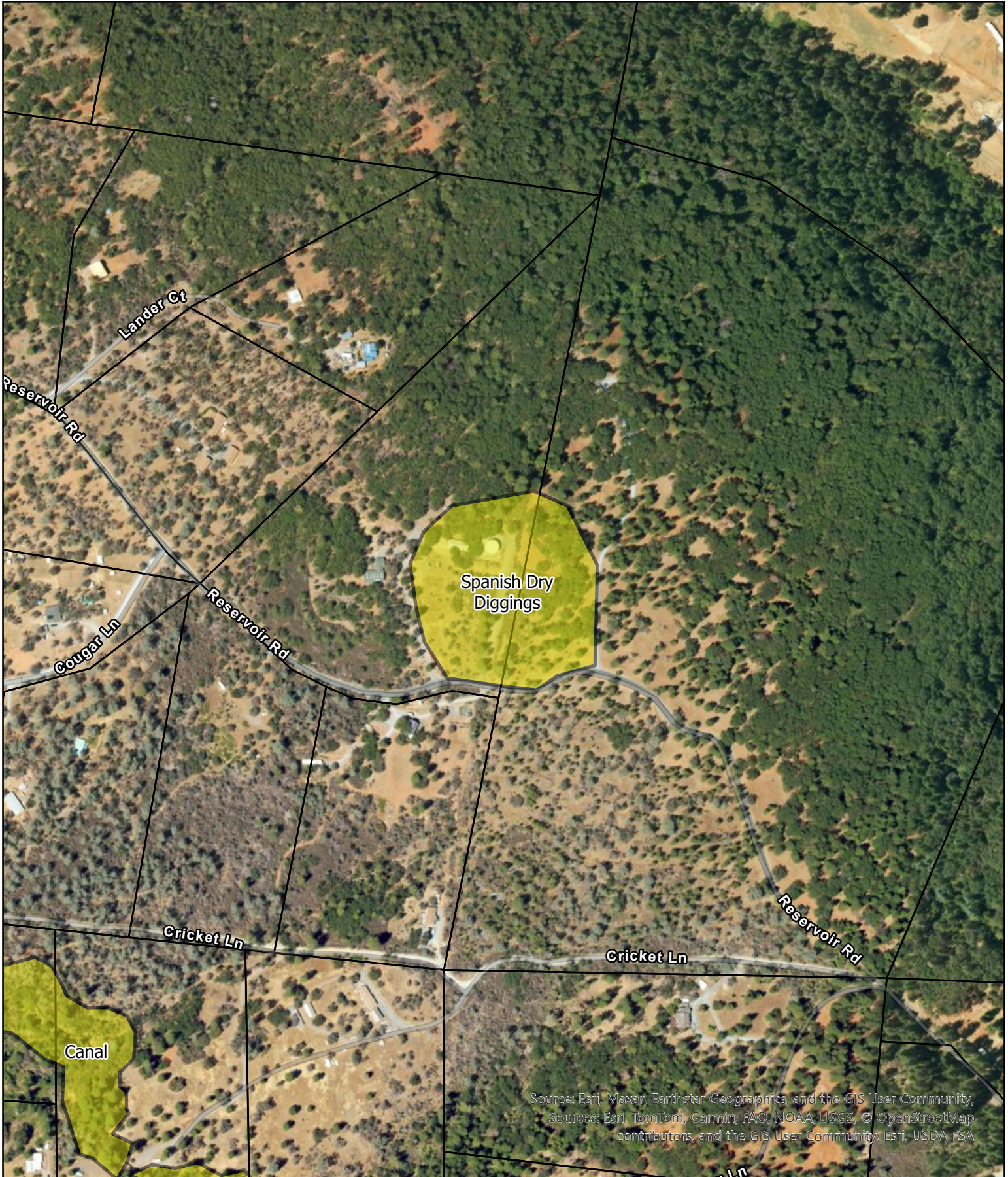
Project Area

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
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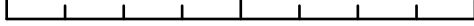
Project Area

 Parcels

 Private Ownership

 GPUD Ownership

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Fire Safe on the Divide

Project Area

Parcels

Private Ownership

GPUD Ownership

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ATTACHMENT B

SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this XXth day of [month] 20XX, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and [CONSULTANT NAME] (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District has determined that consultant services are required for XXX (the “Project”).

B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing, and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

2. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded, or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$_____, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

6. Termination. District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

8. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that 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 (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

9. Performance by Key Employee. Consultant has represented to District that [REDACTED] will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. Property of District. The following will be considered and will remain the property of District:

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”).

Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

11. Duties of District. In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

12. Representations of Consultant. District relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees, and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents, and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

15. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Automobile Insurance. Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant’s obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. Consequential 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.

18. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

19. Notices. Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Attention: General Manager

With courtesy copies to:

If to Consultant:

Attention:

20. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. Drafting and Ambiguities. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
 , General Manager

Date: _____

Approved as to Form:

 , General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

EXHIBIT A

Services

EXHIBIT B

Rates