

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF NOVEMBER 9, 2021
AGENDA ITEM NO. 8.A.**



AGENDA SECTION: OLD BUSINESS

SUBJECT: REVIEW REQUEST FOR PROPOSALS FOR AN EXTERNAL INVESTIGATIVE AUDIT

PREPARED BY: Gloria Omania, Independent Contractor-Special Projects

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Board of Directors (“Board”) created the Ad Hoc Special Audit Committee (“Committee”) during the Regular Board meeting of January 12, 2021, to review and analyze District finances and determine the need for a deeper investigation not covered by regular audit processes or evaluations.

The Committee presented their report during the Regular Board meeting of October 12, 2021. The Board received the report (Attachment 1) and directed staff to prepare a Request for Proposals (RFP) for an external investigative audit.

DISCUSSION

As directed, Staff prepared the attached draft RFP for an External Investigative Audit. The introductory section of the RFP provides the standard information about the District, the recommendation of the Special Audit Committee, and a list of the key factors and circumstances contributing to the need for an investigative audit, which is reprinted below:

- In mid-2020, the District began converting its accounting software from the outdated Multiple Operations Management System (MOMS) to the new Tyler System. The Board implemented this state-of-the-art accounting software to increase transparency, accountability, and accuracy. The conversion has yet to be completed and the District is in the midst of applying needed modifications to provide the District with customized reporting.
- The Board has not received a monthly budget to actuals report since December of 2020, but has received monthly budget to actuals being prepared in a format manually as the modification to Tyler to produce such reports is not complete;
- The adopted FY 2021-2022 was adopted with the acknowledgement that numbers could not be verified due to the incomplete conversion.

- The General Manager who initiated and led the effort to convert from MOMS to Tyler resigned on March 1, 2020, and the District was led by a part-time interim General Manager for the period February 20, 2020 to July 1, 2020.
- The COVID-prevention protocol by Governor Executive Order required a remote staffing environment for the important and intense tasks of transferring data to the new accounting software by the Management Analyst and the Senior Account Specialist through a Professional Services Agreement with Eide Bailly, with oversight from the part-time, interim General Manager.
- The Management Analyst who received Tyler training and was assigned to lead the transfer of financial data from MOMS to Tyler resigned effective on May 14, 2021, before the accounting conversion was completed. The Management Analyst position has remained vacant.
- The new full-time General Manager was hired on June 9, 2021, and began on August 2, 2021. The new General Manager was immediately tasked with updating the interim FY 2021-2022 Operating Budget without financial staff and with the inability of the contracted CPA to provide account balances. The FY 2021-2022 was adopted on (date) with the acknowledgement that it contained unverified financial information.

There are sections of the draft RFP that will be filled in with additional direction from the Board, including additional detail to the Scope of Work, the RFP Timeline, and a Multi-year Matrix of Costs.

FISCAL IMPACT

No funds have been budgeted for this audit. Additional research is being conducted to determine the potential cost of such an audit. A chart of thresholds of review with related cost estimates will be requested of proposers with a minimum base of review being the last three fiscal years. While an annual audit is a different report, it should be noted that an annual audit of FY 2020-2021 has been underway and is expected to be completed by early January at a budgeted cost of \$21,945.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors review the draft RFP for an External Investigative Audit and provide additional Staff direction.

ATTACHMENTS

1. Ad Hoc Special Audit Committee Report
2. Draft RFP for an External Investigative Audit

Ad Hoc Special Audit Committee Report October 2021

Board Meeting of October 12, 2021
AGENDA ITEM 9.B.
Attachment 1

Members:

President, Michael Saunders
Treasurer, Mike Thornbrough

At the Regular Board Meeting of Jan 12, 2021 a Special Audit Ad Hoc Committee was created to review and analyze the District for anything which may need a deeper investigation that is not covered by our regular audit processes or evaluations. This committee would bring their recommendations back to the Board.

Initially, this committee consisted of President Michael Saunders, and Director Cynthia Garcia.

Synopsis - January Meeting

A list of areas to begin our review and analysis was determined
The Broad category listings include

- Salary
- Forecast budget vs actuals
- Overall financial health
- Depreciation
- Fund management
- Fund transfers
- Calpers actuaries/past actuaries
- Asset valuation

No recommendations to the Board were provided at this time due to the discussions.

In August, Treasurer Mike Thornbrough was added to the Committee to replace director Garcia.

The Committee met with the General Manager in September.

Synopsis - September Meeting

Vehicle/Equipment Maintenance was added to the category areas

The main concerns for review deal with inadequate listings of funds, fund balances, fund transfers. Especially with the transfer over from the MOM system to Tyler, Financial Software, there is a need for a deeper dive to determine the funds, balances, and transfers. The other focus was on the need for an asset valuation.

Recommendations to the Board:

- **To send out an RFP for an External Investigative Audit**

Background.

With the transition from the financial system MOM to Tyler the District has been unable to provide financial reports and balance sheets since December 2020. There is not an adequate listing of funds, fund balances, and fund transfers. We already have the information from our internal audits, and annual audits. The current annual audit is designed to provide assurance that certain parts of the financial statements are reasonable. It examines and evaluates our financial statements and checks that the information contained in those financial statements is a fair and accurate representation of the organization. The annual audit also looks at our accounting practices and makes recommendations based on best standard accounting practices and also provides and fills out the forms necessary for our Government Accounting Standards Board (GASB) documentation.

An external investigation while also focusing on the accounting practices will focus more in-depth on the transactions, balances, and assets to create a clearer picture of the funds, fund balances, and organizational structure of the funds. The transfers between accounts needs to be investigated and determined to also assure there is no co-mingling of restricted and non-restricted funds in our transfer processes.

Based on this information, the Special Audit Committee makes a recommendation that the Board directs staff to provide the Board with an RFP to approve for an External Investigatory Audit.

- **Send out an RFP for an Asset Valuation**

Background.

Knowing we are moving forward with a rate study, an asset valuation and inventory needs to be done to match the new Water System Assessment RFP, Inventory and Asset Management planning for the Capital Improvement Plan with prioritization.

Based on this information, the Special Audit Committee makes a recommendation that the Board directs staff to create an RFP for an Asset Valuation of the District.



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4240

GEORGETOWN, CALIFORNIA 95634-4240

PHONE (530) 333-4356

FAX (530) 333-9442

gd-pud.org

REQUEST FOR PROPOSALS
FOR
EXTERNAL INVESTIGATIVE AUDIT SERVICES

RFP issue Date:

(date)

Proposals Due:

(30 to 45 days after issuance of the RFP)

4:00 PM

(date)

Contact:

Adam Coyan, General Manager
(530) 333-4356 Ext. ____
Email: gm@gd-pud.org

I. INTRODUCTION

About the District

The Georgetown Divide Public Utility District is a California Special District, established in 1946 to provide water service to the communities of Garden Valley, Kelsey, Pilot Hill, Greenwood, and Cool in the Georgetown Divide of El Dorado County. The District is located between the Middle and South Forks of the American River, nestled in the heart of the Sierra Nevada Foothills and Northern California's Gold Country.

The focus of the GDPUD water supply system is the Stumpy Meadows Reservoir: a 20,000 acre-foot impoundment on Pilot Creek, at the eastern edge of the District. Water from this source of supply traverses down through approximately 75 miles of ditch and pipeline to provide agricultural water and raw water supplies for GDPUD's treated water division. The source water is either diverted for the production of treated water via two individual water treatment plants or sold for use as irrigation water within District boundaries. Future upgrades to the distribution system include replacing outdated consumption meters with water meters equipped with automated meter reading (AMR) hardware and software. In addition to treated and irrigation water services, GDPUD also regulates approximately 1,400 on-site wastewater disposal systems and 135 properties utilizing a community disposal system within Auburn Lake Trails Subdivision.

Additional information on the District can be found on the website at www.gd-pud.org. Audited Financial Statements can be viewed and downloaded at: [Finance - Georgetown Divide Public Utility District \(gd-pud.org\)](#).

Recommendation of the Special Audit Committee

The Board of Directors received and accepted the following recommendation of the Special Audit Committee on October 12, 2021:

With the transition from the financial system MOM to Tyler the District has been unable to provide financial reports and balance sheets since December 2020. There is not an adequate listing of funds, fund balances, and fund transfers. We already have the information from our internal audits, and annual audits. The current annual audit is designed to provide assurance that certain parts of the financial statements are reasonable. It examines and evaluates our financial statements and checks that the information contained in those financial statements is a fair and accurate representation of the organization. The annual audit also looks at our accounting practices and makes recommendations based on best standard accounting practices and also provides and fills out the forms necessary for our Government Accounting Standards Board (GASB) documentation. An external investigation while also focusing on the accounting practices will focus more in-depth on the transactions, balances, and assets to create a clearer picture of the funds, fund balances, and organizational structure of

the funds. The transfers between accounts needs to be investigated and determined to also assure there is no co-mingling of restricted and non-restricted funds in our transfer processes. Based on this information, the Special Audit Committee makes a recommendation that the Board directs staff to provide the Board with an RFP to approve for an External Investigatory Audit.

Key Factors Contributing to the Need for an Investigative Audit

The following key factors are considered to have contributed to the call for this investigative audit:

- In (month) 2020, the District began converting its accounting software from the outdated Multiple Operations Management System (MOMS) to the new Tyler System. The Board implemented this state-of-the-art accounting software to increase transparency, accountability, and accuracy. The conversion has yet to be completed and the District in the midst of applying needed modifications to provide the District with customized reporting.
- The Board has not received a monthly budget to actuals report since December of 2020, but has received monthly budget to actuals being prepared in a ;
- The adopted FY 2021-2022 was adopted with the acknowledgement that numbers could not be verified due to the incomplete conversion.
- The General Manager who initiated and led the effort to convert from MOMS to Tyler resigned on (date) 2020 and the District was led by a part-time interim General Manager for the period (date) to (date).
- Additionally, the COVID pandemic protocol required a remote staffing environment for the important and intense tasks of transferring data to the new accounting software by the Management Analyst and the Senior Account Specialist, through a Professional Services Agreement with Eide Bailey, with limited oversight from the part-time, interim General Manager.
- The Management Analyst who received extensive Tyler training and assigned to lead the transfer of financial data from MOMS to Tyler resigned in May of 2021 before the transfer was completed. The Management Analyst position has remained vacant.
- The new full-time General Manager was hired on June 6, 2021, and began on August 2, 2021. The new General Manager was immediately tasked with updating the interim FY 2021-2022 Operating Budget without financial staff and with the inability of the contracted CPA to provide account balances. The FY 2021-2022 was adopted on (date) with the acknowledgement that it contained unverified financial information.

II. SCOPE OF WORK

A. Purpose

The Georgetown Divide Public Utility District (District) is requesting proposals from qualified independent certified public accountants for an investigative review of District's finances. To meet the requirements of this request for proposals, the audit shall be conducted in accordance with generally accepted auditing standards; Government Auditing Standards; the Single Audit Act Amendments of 1996 (the Single Audit Act); the provisions of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87; the State Controller's Minimum Audit Requirements for California Special Districts; and applicable laws and regulations.

The District will accept proposals from independent certified public accounting firms of "recognized ability and standing" that are licensed to practice in the State of California to be engaged as External Investigative Auditors of the operations of the District.

During the course of the initial investigation, the scope of work may be further expanded or altered at the recommendation of the Auditor, with written approval by the District. Such changes would be subject to stated limitations on supplemental expenditures at rates quoted in the Appendix of the proposal.

Proposers shall provide their timelines based on what the scope of work will entail.

B. Services Required of Investigative Auditors

- 1) The auditor shall perform such investigative accounting procedures as necessary to identify and quantify any and all abnormal contractual or financial activity, past or present, relating to the GDPUD Special District from (month/year) to the present.

An investigative accounting review of the financial records of the Georgetown Divide Public Utility District (District) for all financial transactions shall be performed, including, but not limited to, deposits, payments, financial statements, balance sheets, income statements, and cash flow statements using auditing, quantitative methods, and related skills to determine:

- a) the accurate balances in accounts listed in the following Chart of Accounts (Table 1);
- b) the accuracy and completeness of the transfer of financial data from MOMS to Tyler and describe in detail the additional work that is needed to complete the conversion;

- c) the accurate description of restricted and unrestricted fund accounts to provide a complete and clear guide for fund transfer procedures;
 - d) the accuracy of fund transfers between accounts to assure there has not been a co-mingling of restricted and unrestricted funds during the transfer processes;
 - e) the budget amendments required to update the FY 2021-2022 Operating Budget based on accurate and verified account balances;
- 2) Conduct an exit interview with the General Manager and the Special Audit Committee to discuss relevant findings and proposed audit adjustments prior to final report.
 - 3) Deliver administrative draft audit reports and draft management letters (if deemed appropriate) to District management prior to final report.
 - 4) Meet and discuss final audit reports and draft management letters with District management and the Board of Directors at a Regular Board meeting.
 - 5) Provide an electronic version of the final audit report plus one (1) unbound copy and five (5) hard bound copies for the District, five (5) hard bound copies for agency distribution, delivered ten (10) days prior to the next regularly scheduled meeting of the Board of Directors after audit completion.
 - 6) Present and discuss annual financial statements and results of operations to the Board of Directors at a regularly scheduled Board meeting after audit completion.
 - 7) Communicate immediately, and in writing, all irregularities and illegal acts, or indications of illegal acts, of which they become aware, to the Board of Directors. After completion of the service contracted, further forensic investigation may be requested. Furthermore, the Auditor must be available as an expert witness to support legal action for asset recovery restitution on behalf of the District. Compensation for these services should be quoted on the proposal form.
 - 8) Retain at auditor's expense audit working papers for three (3) years, unless the firm is notified in writing by the District of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the District, and successor auditors, and allow the District and successor auditors to review working papers relating to matters of continuing accounting significance.

E. District Responsibilities

- 1) The General Manager or designee will be responsible for coordinating the audit process internally.

- 2) District staff will be available to assist the auditors by providing information, documentation and explanations as needed.
- 3) District will provide the auditors with reasonable workspace and telephone, wireless internet and copy machine access.

F. Time Requirements

- 1) RFP Timeline. The District anticipates the following timeline:

Distribution of RFP	
Deadline for RFP Questions	
Proposals Due	
Interviews with selected Proposers	
Board Recommendation	
Contract awarded by District	

- 2) Audit Schedule.

Interim Work. The Auditor shall complete all interim work by the agreed upon date.

Detailed Audit Plan. The Auditor shall provide the District, by _____, a detailed audit plan and list of schedules to be prepared by the District.

Fieldwork. The Auditor shall complete all fieldwork by (date).

Draft Reports. The Auditor shall have drafts of the audit report(s) (basic financial statements) available for review by (date).

- 3) Entrance Conference, Progress Reporting and Exit Conference

A similar time schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits. At a minimum, the following conferences should be held as part of the audit process:

Entrance Conference to commence audit work
 Progress Conference
 Exit Conference

- 4) Date Final Report is Due

The District shall provide draft transmittal letter notes and statistical data by (date) and Management's Discussion and Analysis by (date). The Auditor shall provide all recommendations, revisions, and suggestions for improvement to the General Manager by (date). A revised report, including draft auditor's reports shall be delivered or emailed to the District by (date).

The General Manager and key staff will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. The District strives to have the final report presented to the Board at its November meeting.

G. Proposal Requirements

1) Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's audit staff, and the location of the office from which the work on this engagement is to be performed.

2) On Site Supervisory and Staff Qualifications & Experience

The firm should identify the number and responsibility levels of staff assigned to the engagement by name and role and indicate whether each such person is licensed to practice as a certified public accountant in California. The firm also should provide information on the auditing experience of each person, and more specifically, the governmental auditing and bond reporting experiences of each person.

3) Similar Engagements with Other Government Entities

List the most significant engagements performed in the last three years that are similar to the engagement described in this request for proposal, including the annual percentage of the firms audit practice that is for governmental entities. Indicate the names and contact information of the principal client contacts.

4) Total All-Inclusive Maximum Price

The cost estimate should contain all pricing information relative to performing the audit engagements as described in this request for proposal. The all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The proposal should indicate pricing for the (??) years covering the audit proposal. The proposal should also include a schedule of professional fee rates by partner, specialist, supervisory and staff level. Invoices are to be based on actual costs incurred up to the maximum price.

5) Additional Professional Services

If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth by the District's General Manager. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees included in this proposal. A written contract amendment will be required for any such additional work that necessitates an increase in the maximum contract price.

6) Proposal Costs

The District is not liable for any costs incurred by a proposer in responding to this request, attending an interview, or for any other activity prior to award of the contract to the selected proposer.

7) Right to Select or Reject

The District reserves the right, in its sole discretion, to select the proposal which it determines will best serve the needs of the District, or to reject any and all proposals submitted, and to request additional information on all proposals.

III. **ADDITIONAL PROVISIONS**

- A. Progress billings will be accepted on work completed during the course of the engagement for up to 75% of the total fee prior to the submission of the audited financial statements and their acceptance by the District Board of Directors. Interim billings shall cover a period of not less than a calendar month.
- B. Either party may terminate the audit contract at any time by giving not less than thirty (30) days prior written notice of such termination. If services are terminated the District will pay auditors for all work completed. Nothing herein shall be deemed a limitation upon the District's right to terminate for cause or otherwise to pursue such legal or equitable rights or remedies which may accrue to the District hereunder.
- C. The District will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the District reserves the right to modify the proposal process and dates as it deems necessary.

IV: **QUESTIONS AND REQUESTS FOR CLARIFICATION**

Questions and requests for clarification concerning this RFP should be made no later than 5:00 PM on (date). Inquiries should be directed to:

Georgetown Divide Public Utility District
6425 Main Street, Georgetown, CA 95634
Attention: Adam Coyan, General Manager
Email: gm@gd-pud.org

V. **SUBMISSION OF PROPOSAL**

All proposals must be emailed directly to Georgetown Divide Public Utility District to be received no later than 4:00 P.M. on (day), (date). Late submissions after the deadline or proposals delivered via fax or email **will not** be accepted. Submit one (1) electronic copy (PDF is preferred) to gm@gd-pud.org.

VI. **EVALUATION OF PROPOSALS**

Proposals will be examined for compliance with all requirements specified in this RFP and those that do not comply will be subject to disqualification without further consideration. In

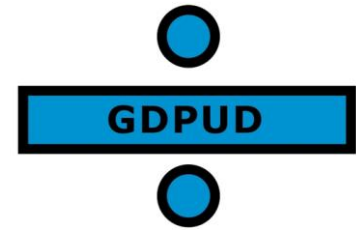
evaluating the proposals and selecting the successful firm, the District will consider the firm's qualifications and experience, as well as cost. While pricing is important, it should be noted that the lowest cost proposal is not a guarantee of selection for audit services. Evaluation of the proposals will take into account specialized experience and technical competence, references, firm's size, structure and location and ability to meet the District's requirements.

VII. **FINAL SELECTION**

The District staff and the Special Audit Committee of the Board of Directors will review all proposals submitted and will request an interview with selected firms. The District will send written notification to those firms selected for an interview, which will take place at the District's offices during the week of (date). The District staff will present a report to the Board of Directors for consideration at its (date) regular meeting. It is anticipated the Board of Directors will make the final selection at that meeting.

DRAFT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF NOVEMBER 9, 2021
AGENDA ITEM NO. 8.B.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: REVIEW OF REQUEST FOR PROPOSAL FOR WATER SYSTEM
CONDITIONS ASSESSMENT AND WATER SYSTEM
RELIABILITY STUDY UPDATE**

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The District provides treated water, irrigation water and sewer services to communities throughout the Georgetown Divide. District customers consist of approximately 3,800 treated water customers, 375 irrigation customer and 1,100 wastewater customers. In order to meet customer demands the District operations and maintains significant infrastructure, including over 70 miles of raw water conveyance, 200 miles of treated water distribution lines, two water treatment plants, 10 storage tanks, 5 pumping stations, three reservoirs with two State regulated dams, 2 miles of sewer pipelines and community disposal field.

A *Water System Reliability Study* was completed by KASL Engineering in 2002 that assessed District assets and deficiencies in order to assist District's technical staff in the development of long-term Capital Improvement Program. Multiple projects were identified, of which some have been completed in the previous 20 years. Even though, continuous operations result in new infrastructure deficiencies that need to be assessed and planned for repair.

DISCUSSION

Cost sharing task, completed in coordination with El Dorado County Water Agency (EDWA) during 2020/2021 fiscal year, with input from District staff, developed a Request for Proposal (RFP) for *Water System Conditions Assessment and Water System Reliability Study Update* (Project). Major Project deliverables will include; the development of a 20-year condition assessment update that will outline projects designed to enhance the reliability and efficiency of District water deliveries, and a registry detailing

infrastructure value, expected remaining useful life (RUF) and replacement cost. Both documents are critical for current and future planning at the District. A summary of specific tasks included in the RFP are outlined below:

- 1) Project Management;
- 2) Review/Organize Existing Information;
- 3) Asset Management;
- 4) GIS Maintenance; and
- 5) Water System Reliability Study Update

The RFP would be advertised through Ebidboard for approximately 60 days and qualified bidders will be notified of project opportunity. The RFP is included as Attachment 1.

FISCAL IMPACT

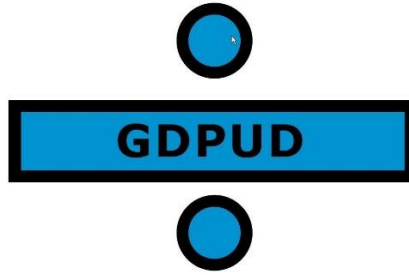
The Board of Directors adopted the five-year Capital Improvement Plan (CIP) at the October 12, 2021, regular board meeting. The CIP included funding for a Water System Conditions Assessment at a sum of \$250,000. Funding for the Project will be sourced from the capital reserve fund (Fund 111).

RECOMMENDED ACTION

Staff recommends that the Board endorses the announcement of the RFP.

ATTACHMENTS

1. Request for Proposal | Water System Conditions Assessment and Water System Reliability Study Update



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
REQUEST FOR PROPOSAL
Water System Conditions Assessment and Water System
Reliability Study Update

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): XX at 2:00 PM

Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
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 Proposals
Water System Conditions Assessment and
Water System Reliability Study Update**

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. Introduction	3
2. Background	3
3. Scope of Services to be Provided	4
4. RFP Submittal Requirements	5
5. Selection of Consultant	7
6. Questions	8
7. General Terms and Conditions	8

ATTACHMENTS

- A Aging Infrastructure Replacement Planning Work Plan
- B Asset List
- C Scope of Services
- D Agreement for Consultant Services

Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is issuing this Request for Proposals (RFP) for the preparation of a water system conditions assessment, asset register development and an update to its Water System Reliability Study (Project).

GDPUD will use a “Fee and Qualifications Based Selection” process in determining which firm to select for the Project contract. The process will include an evaluation and ranking of firms based on set evaluation criteria.

GDPUD 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.

GDPUD 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 GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD’s best interest, to request additional information from proposers, or to allow corrections of errors of 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 GDPUD and the firm selected. GDPUD reserves the right, without prejudice, to reject any or all proposals.

SECTION 2 — BACKGROUND

The Georgetown Divide is located between the Middle and South Forks of the American River, nestled in the heart of the Sierra Nevada Foothills and Northern California’s Gold Country. GDPUD was formed on June 4, 1946. However, the origins of District facilities can be traced back to 1852 and the El Dorado, Pilot and Rock Creek Canal Companies, one of the first established water purveyors in the State of California – a not inconsequential result of James Marshall’s discovery of gold in nearby Coloma. Following the decline in gold production, agriculture and lumbering became the staple industries on the Divide for many years. In recent decades, several vineyards have increased the demand for irrigation water.

The GDPUD provides treated water, irrigation water and sewer services to several communities on the divide. GDPUD approximately has 3,795 treated water customers, 376 irrigation customers and 1,098 wastewater customers. The focus of the District water supply system is the Stumpy Meadows Reservoir, a 20,000 acre - foot impoundment on Pilot Creek, at the eastern edge of GDPUD service area boundary. Raw water is delivered to irrigation services and to water treatment plants through a system of open ditches and closed conduits. The District maintains over 70 miles of ditches, 200 miles

Request for Proposals Water System Conditions Assessment and Water System Reliability Study Update

of water pipelines, two water treatment plant, 10 tanks, 5 pumping stations, three reservoirs, two State regulated dams, 2 miles of sewer pipelines, 5 community wastewater disposal fields. A schematic of the District's water system is provided in **Figure 1**.

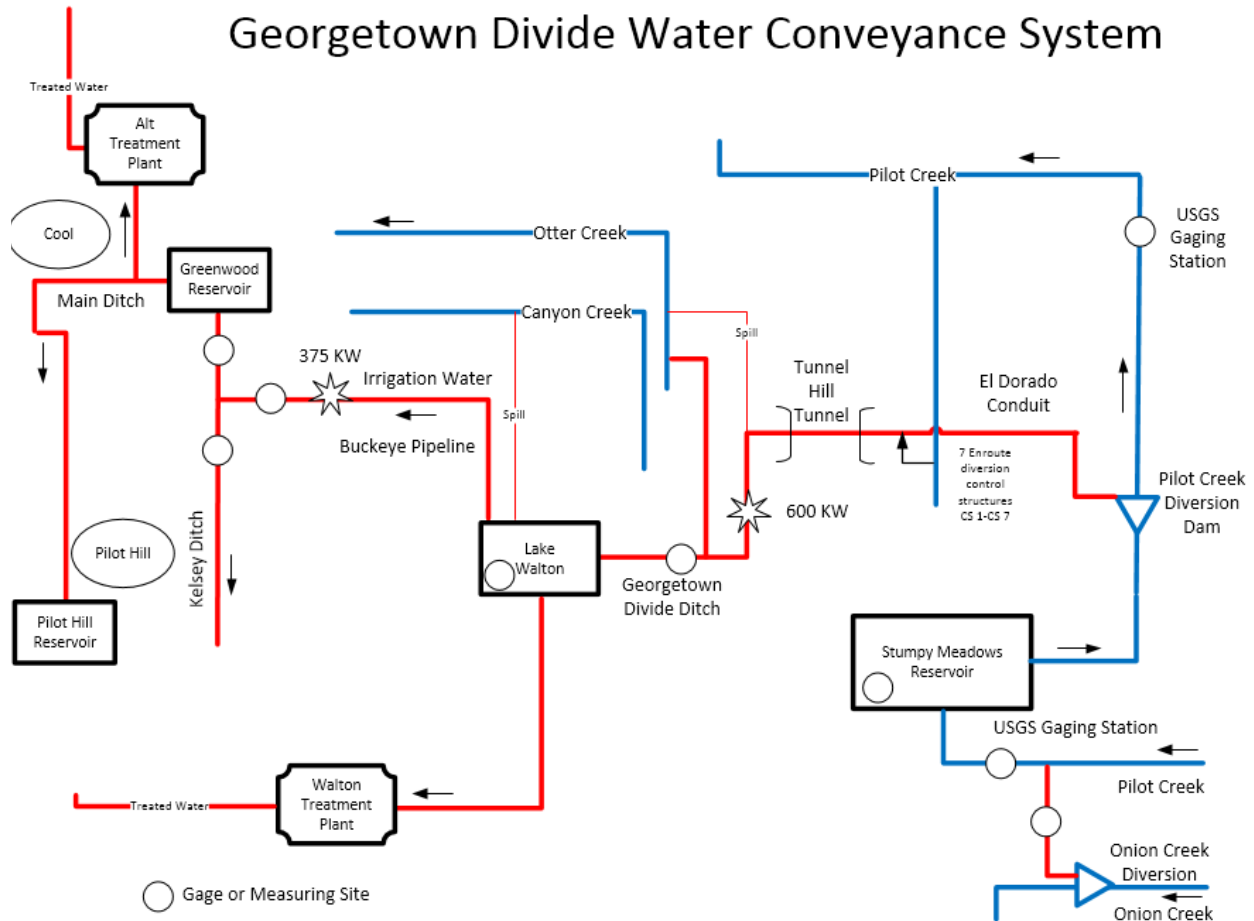


Figure 1 GDPUD Water Conveyance System

According to the Draft 2016-2026 Long Range Financial Forecast the recapitalization cost associated with this infrastructure is estimated at over \$156M. The report goes on to say

“The District needs to establish an asset management plan that can be used to plan and fund replacement of this infrastructure before catastrophic failures occur. Without adequate funding of maintenance and replacement, infrastructure will continue to deteriorate, and the cost of replacement will increase. Key decisions the District needs to make are the appropriate fund balance for a capital replacement fund and how much to set aside in that fund each year.”

Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update

To that end, the GDPUD is taking steps to better understand the condition and reliability of its existing water infrastructure and its infrastructure needs to provide water for future growth. In early 2021 District staff, assisted by EN2 Resources, prepared an asset management baseline and gaps analysis and Aging Infrastructure Replacement Planning Work Plan (**Attachment A**), based on AWWA asset management concepts. The Work Plan identifies the steps necessary to develop an asset management framework and 20-year Capital Improvement Plan (CIP) that will inform decision makers (Board and executive staff) of the appropriate level of capital replacement funding. As part of the exercise, GDPUD staff identified the following asset management planning goal.

Overarching Goal: Manage infrastructure assets using a life cycle approach to determine the timing and magnitude of the District's long term capital needs based on a defined level of service by

- developing an Asset Management Program for long term sustainability,
- determining timing of asset rehabilitation, replacement and/or expansion for financial planning purposes,
- setting rates at a level sufficient to “pay as you go” as much as possible; and
- performing customer service survey(s) to determine level of service expectations.

The analysis identified the following information, systems and program baseline and gaps (by key asset management concept).

Current State of Assets:

- GDPUD's asset inventory consists of a rudimentary asset list in an excel spreadsheet (**Attachment B**) with little developed organizational hierarchy. It includes a remaining useful life analysis based on the best judgement of operations staff;
- A formal conditions assessment conducted by discipline experts has not been completed, although a limited conditions assessment was completed in 2002 as part of the Water System Reliability Study (2002 Study);
- The treated water system was mapped including mains, tanks, valves and PRVs in 2002. Ditch repairs, loss areas, high maintenance segments, low freeboard, lined or piped segments and structures and appurtenances were also mapped in 2002;
- A treated water hydraulic model (WaterCAD) was developed with the 2002 Study and is updated periodically by a consultant retained by the District; and
- GDPUD has developed and maintains a geographical information system (GIS) of its treated water system including fire hydrants, valves, mains, tanks, and services, however, most attribute data is missing. GIS development for the ditch system is limited to assets mapped in 2002 and service connection locations.

Request for Proposals

Water System Conditions Assessment and Water System Reliability Study Update

Levels of Service:

- Level of service goals have not been developed, except for response times for trouble calls; and
- Asset management policies that provide direction as to the appropriate focus and anticipated levels of asset management or that define asset controls and criteria have not been developed.

Risk Management:

- A limited raw water system risk of failure assessment was completed with the 2002 Study (to prioritize recommended improvements), but has not been completed for the treated water system.

Maintenance and Reliability:

- With limited operations and maintenance staff, the District does not have a preventative maintenance program; and
- Assets are generally rehabilitated or replaced as they fail or as dictated by regulation.

Asset Management Plan:

- Although a CIP is developed each year that includes “just in time” improvements, the District does not have a well-informed 20-year CIP that is prioritized by asset condition, probability and consequences of failure, maintenance records, or level of service goals and objective; and
- The 2002 Study has not been updated since 2002.

SECTION 3 — SCOPE OF SERVICES

GDPUD’s intent with this RFP is to retain the services of a professional engineer with a background in civil engineering, who is competent in the field of asset management planning and evaluating and analyzing raw conveyance and potable water system and is a California-Licensed Professional Civil Engineer. A detailed scope of services is provided in Attachment C

SECTION 4 — RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to establish qualifications to oversee quality control and simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **XX** at 2:00PM. 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 GDPUD on or before the deadline.

Proposals shall be clearly marked “Water Systems Conditions Assessment and Water System Reliability Study Update” and submitted to:

**Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update**

**Georgetown Divide Public Utility District
6425 Main Street
PO Box 4240
Georgetown, CA 95634**

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

A mandatory pre-proposal meeting and a mandatory job walk is scheduled for XX from 9:00 a.m. to 12:00 p.m. The mandatory pre-proposal meeting will begin at GDPUD headquarter at 6425 Main Street, Georgetown, CA 95634 followed by a job walk. Sign-in begins at 9:00 a.m. and ends at 9:15 a.m. Attendees will be expected to tour the job site during the pre-proposal meeting. Please advise the Project Manager well in advance of the meeting if you need special accommodations. Reasonable efforts will be made to accommodate your needs. Attendees that arrive at 9:16 a.m. or after, as determined by the clock located in the GDPUD Board Room, will not be allowed to sign-in and continue in the bidding process. 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.

GDPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to identify additional tasks, if any, that proposer believes are essential or advisable to constitute a more complete scope of work. The proposal shall not exceed 15 pages (excluding resumes).

1. Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to GDPUD.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Agreement for Consultant Services (**Attachment D**).

Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update

2. Project Team Information

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be GDPUD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

3. Project Understanding and Innovation

Include visions or concepts for performing the services.

4. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the Scope of Services identified in this RFP. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

5. Project Schedule

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic review cycles.

6. Sub-Contractor & Work by Others

Identify any and all sub-contractor proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects GDPUD staff to perform, information the Consultant expects GDPUD to provide, and an estimated amount of GDPUD staff time required for each task of the scope of work.

7. Relevant Experience and References

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by GDPUD, particularly for the Project Manager and other key technical project staff members assigned to the project. The project manager and lead technical staff shall have a minimum of 10 years of experience working on asset management planning and evaluating/analyzing raw water and potable water systems. Resumes demonstrating experience shall be attached to the proposal (not included in page count). Except under circumstances beyond the firm's control, GDPUD will not accept substitutions of key members of the team put forth as part of the winning proposal.

Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least five similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number);
- Project description and location;
- Description of services by inspection firm;
- Total value of services provided by inspection firm;
- Consultants project manager;
- Key personnel involved; and
- Sub-consultant(s) employed.

8. Cost Proposal

A cost proposal shall be submitted including a cost matrix showing the following information, detailed by tasks listed in the Scope of Work:

- The hourly rates for each team member; and
- Total cost estimate.

The cost proposal shall identify any other direct and indirect costs. The cost proposal shall also include any exceptions or assumptions made in its preparation.

SECTION 5 — CONSULTANT SELECTION

GDPUD intends to select a firm based on the fee, demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Total Cost;
- Qualifications of Team;
- Project Understanding and Innovation;
- Work Plan / Scope of Work; and
- Similar Experience / References.

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

**Request for Proposals
Water System Conditions Assessment and
Water System Reliability Study Update**

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, **prior to XX**, please contact:

Adam Brown, Water Resources Manager

Email: abrown@gd-pud.org

SECTION 7 — GENERAL TERMS AND CONDITIONS

A. Limitation

This RFP does not commit GDPUD 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. GDPUD 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. GDPUD 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.

B. Public Records

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

C. 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 GDPUD.

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. GDPUD reserves the right to reject those parts that do not meet with the approval of GDPUD, 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. GDPUD 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

Aging Infrastructure Replacement Planning Work Plan

Asset Management Work Plan

Description	Immediate	1-2 years	3-5 years	Notes
Asset Management Policy	Formalize practice by developing an administrative regulation that defines asset controls and criteria (i.e. what is an asset, value threshold, how identified and tracked). This will provide guidance for asset register inclusion.	Develop an Asset Management policy that provides clear direction as to the appropriate focus and the anticipated levels of Asset Management practice and engagement (i.e. conditions assessment, probability of failure and consequences of failure evaluation and rating).		
System inventory	Digitize all as-builts for real time recall on field tablets and in preparation for consultant prepared asset register and conditions assessment.	Expand potable/raw asset list to include component parts that meet pre-determined criteria established by policy or regulation and develop asset register and conduct conditions assessment. Collect attribute data for GIS.	Develop asset register for new ALT (Sweetwater) Water Treatment Plant from O&M Manual. Develop asset register for Walton Water Treatment Plant.	Update Asset Register continuously.
			Expand raw water (below WTPs) asset register and conduct a conditions assessment.	
Master Planning	Prepare Request for Proposals for Water System Reliability Study update including potable system and raw water system above WTPs. Structure RFP to allow for phasing.	Update Water System Reliability Study including recommended 20- year CIP for rehabilitation/ replacement and growth-related improvements based on asset age /condition. Highlight		Update Water System Reliability Study every 10 years

Description	Immediate	1-2 years	3-5 years	Notes
		projects with high probability for grant funding.		
			Conduct a Walton WTP process /regulatory evaluation and conditions assessment and develop 20-year CIP for rehabilitation/ replacement.	
Design Criteria		Update design and operational criteria.		
Hydraulic Model	Evaluate WaterCAD compatibility with GIS database and research what other small agencies are using. Determine ownership of model.	Update WaterCAD hydraulic model or develop new GIS based model with new operations protocols and facilities.	Evaluate bring modelling capability in-house with completion of Water System Reliability Study Update.	
Improve mapping and GIS		Update raw water system GPS mapping with new and modified facilities. Expand attribute data for existing assets from register and conditions assessment.	Expand GIS attribute data for existing assets from register and conditions assessment.	
		Evaluate in-house management of mapping and attribute changes.		
		Develop call out system generated from GIS for water outages.		

Description	Immediate	1-2 years	3-5 years	Notes
Maintenance Management System	Digitize all as-builts for real time recall on field tablets.	Survey similar small agencies maintenance management practices/products and evaluate need/desire for computerized or spreadsheet work order system. Consider compatibility with GIS. (Staff would like to consider a computerized maintenance system). Consult with Tyler Technologies Project Manager regarding fixed asset module preventative maintenance capability and other module capability. Evaluate need for GIS real time map corrections and asset information access.	Adopt and implement maintenance management system.	
Level of Service	Report to Board and customers on CIP/other accomplishments regularly.	Perform customer service survey to determine customer level of service expectations and develop level of service goals and performance indicators (with a focus on the drinking water system). Investigate work order system that allows tracking location (GIS) of trouble calls by category and logging actions taken. (See Preventative Maintenance)	Consider Implementing pressure monitoring /metering systemwide to detect leaks and failures. Consider monthly billing after meter replacement project is completed.	Monitor performance measures and report annually to Board and customers

Description	Immediate	1-2 years	3-5 years	Notes
		Investigate system to get customer to right staff person. Consider minimum pressure goal.		
Asset Management Planning		Complete Remaining Useful Life (RUL) Analysis based on conditions assessment and develop.	Prioritize potable and raw water asset improvements including treatment plants based on risk analysis including probability and consequences of failure matrix, develop cost and incorporate all into a water system Asset Management Plan(s).	Update Asset Management Plan(s) every 5 years

Notes:

1. Phase I master planning/asset management consultant contract highlighted in green.
2. Phase II master planning/asset management consultant contract highlighted in red.
3. All other items performed by staff or smaller consultant contracts.

ATTACHMENT B

Asset List

Capital Replacement Program																Exhibit 11	
Georgetown Divide PUD TW																Date:	10/20/17
																System Number:	910013
																Service Connections:	3774
Qty	Component	Year Acquired	Unit Cost (Historic, Current or Future)	Cost Type (H, C, F)	Estimated Historic Cost	Normal Estimated Life	Current Age	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required	
Existing Capital Replacement Program																	
SOURCE OF SUPPLY PLANT #5100																	
1	Mark Edson Dam & Stumpy Meadows Res.	1962	\$106,333	H	\$106,333	100	55	\$315,993	45	50	\$850,524	10%	50%	40%	\$12,389	\$1,072	
1	Tunnel Hill Tunnel	1962	\$22,577	H	\$22,577	100	55	\$67,092	45	46	\$166,831	25%	20%	55%	\$6,076	\$586	
1	Kaiser Siphon Replacement (1)	1964	\$83,961	C	\$28,778	100	53	\$83,961	47	46	\$208,778	25%	20%	55%	\$7,603	\$734	
1	Sand Trap Siphon (1)	1964	\$34,125	C	\$11,696	100	53	\$34,125	47	48	\$88,284	50%		50%	\$6,430	\$587	
1	Up Country Ditch Imp (Pilot Ck Diversion to Tunnell Hill Inlet) (1)	1964	\$424,830	C	\$145,612	100	53	\$424,830	47	56	\$1,287,731	10%	50%	40%	\$18,758	\$1,392	
																\$0	
																\$0	
5200 SHARED																	
1	Cabin Waste Gate Replacement (1)	1972	\$6,300	C	\$2,538	40	45	\$6,300	-5	20	\$9,361	100%		0%	\$1,364	\$357	
1	Bacon Creek Pipe (1)	1964	\$53,576	C	\$18,363	40	53	\$53,576	-13	20	\$79,611	50%		50%	\$5,798	\$1,518	
1	Buckeye Conduit (1)	1964	\$94,461	C	\$32,377	40	53	\$94,461	-13	20	\$140,364	25%		75%	\$5,112	\$1,338	
1	Up Country Ditch (Penn Stock Bypass to Schroeder Conduit) (1)	1964	\$156,056	C	\$53,489	40	53	\$156,056	-13	5	\$172,299	25%		75%	\$6,275	\$7,189	
1	Main Ditch #1 Imp (1)	1964	\$433,821	C	\$148,694	40	53	\$433,821	-13	5	\$478,973	10%	50%	40%	\$6,977	\$7,994	
1	Main Ditch #2 to ALT (1)	1964	\$101,194	C	\$34,685	40	53	\$101,194	-13	5	\$111,726	25%		75%	\$4,069	\$4,662	
																\$0	
																\$0	
5200 IRRIGATION ONLY (1)																	
1	Main Ditch #2 below ALT	1964	\$0	C	\$0	40	53	\$0	-13	10		25%		75%	\$0		
1	Pilot Hill Ditch (Main)	1964	\$0	C	\$0	40	53	\$0	-13	10		50%		50%	\$0		
1	Pilot Hill Ditch	1964	\$0	C	\$0	40	53	\$0	-13	10		25%		75%	\$0		
1	Kelsey Ditch #1	1964	\$0	C	\$0	40	53	\$0	-13	10		25%		75%	\$0		
1	Kelsey Ditch #2 Imp	1964	\$0	C	\$0	40	53	\$0	-13	10		25%		75%	\$0		
1	Spanish Dry Diggins Ditch	1964	\$0	C	\$0	40	53	\$0	-13	10		100%		0%	\$0		
1	Taylor Mine Ditch	1964	\$0	C	\$0	40	53	\$0	-13	10		100%		0%	\$0		
																\$0	
																\$0	
5300 - Lake Walton WTP																	
1	Lake Walton Plant Replacement (4)	1992	\$12,728,909	C	\$7,681,448	50	25	\$12,728,909	25	25	\$20,883,124	25%		75%	\$760,506	\$154,431	
1	Raw Water Bypass (1)	1974	\$500,000	C	\$209,745	40	43	\$500,000	-3	19	\$728,406	25%		75%	\$26,527	\$7,354	
1	Lake Walton Outlet Works (1)	1974	\$50,000	C	\$20,974	40	43	\$50,000	-3	19	\$72,841	100%		0%	\$10,611	\$2,942	
1	Lake Walton Dredging (1)	1974	\$500,000	C	\$301,732	40	25	\$500,000	15	22	\$772,990	25%		75%	\$28,150	\$6,617	
							43		-43							\$0	
5300 - AUBURN LAKE TRAILS PLANT																	
1	ALT Water Treatment Plant (4)	2018	\$12,728,909	C	\$12,988,683	50	-1	\$12,728,909	51	59	\$40,945,042	25%		75%	\$1,491,105	\$102,887	
																\$0	
																\$0	
5400 T & D METERS & METER BOXES																	
1	Automated Meter Reading and Meter Replacement Project (5)	2018	\$1,745,800	C	\$1,781,429	20	-1	\$1,745,800	21	2	\$1,816,330	25%		75%	\$66,146	\$192,839	
																\$0	
T & D TREATED WATER #5400 (2)																	
1	Angel Camp Tank (0.5 MG)	1974	\$776,602	C	\$325,777	40	43	\$776,602	-3	10	\$946,674	25%		75%	\$34,475	\$19,174	
1	Deer Ravine Tank (0.25 MG)	1974	\$388,301	C	\$162,888	40	43	\$388,301	-3	10	\$473,337	50%		50%	\$34,475	\$19,174	
1	Pilot Hill Tank (0.47 MG)	1974	\$730,006	C	\$306,230	40	43	\$730,006	-3	10	\$889,873	25%		75%	\$32,407	\$18,023	
1	Black Ridge Road Tank (0.06 MG)	1974	\$93,192	C	\$39,093	40	43	\$93,192	-3	10	\$113,601	75%		25%	\$12,411	\$6,903	
1	Hotchkiss Hill Tank (0.06 MG)	1974	\$93,192	C	\$39,093	40	43	\$93,192	-3	10	\$113,601	75%		25%	\$12,411	\$6,903	
1	Spanish Dry Diggins Tank (0.2 MG)	1971	\$310,641	C	\$122,647	40	46	\$310,641	-6	10	\$378,670	50%		50%	\$27,580	\$15,339	

	GENERAL PLANT (3)															\$0
1	Office Building	1976	\$137,335	H	\$137,335	40	41	\$309,307	-1	15	\$416,286	25%		75%	\$15,160	\$5,455
1	Chip, Seal Parking Lot	1985	\$2,953	H	\$2,953	10	32	\$5,565	-22	1	\$5,677	100%		0%	\$827	\$4,850
1	Yard Fence	1986	\$3,088	H	\$3,088	10	31	\$5,704	-21	5	\$6,298	100%		0%	\$917	\$1,051
1	Generator & Electrical	1986	\$2,210	H	\$2,210	20	31	\$4,084	-11	5		100%		0%	\$0	
1	Gas Heat/Air System	1987	\$1,650	H	\$1,650	20	30	\$2,989	-10	5		100%		0%	\$0	
1	Rheem Cooling & Heating Unit	1989	\$1,751	H	\$1,751	20	28	\$3,048	-8	5		100%		0%	\$0	
1	Metal Building	1990	\$5,811	H	\$5,811	20	27	\$9,918	-7	5	\$10,950	100%		0%	\$1,595	\$1,828
1	Office & Shop Privacy Fence	2004	\$6,080	H	\$6,080	10	13	\$7,865	-3	5	\$8,683	100%		0%	\$1,265	\$1,449
1	Hangtown Fence - Add'l Ground Fencing	2006	\$4,895	H	\$4,895	10	11	\$6,086	-1	5	\$6,720	100%		0%	\$979	\$1,122
1	Carpet Replacement	2007	\$3,724	H	\$3,724	7	10	\$4,540	-3	5	\$5,012	100%		0%	\$730	\$837
1	Partial Re-roof of Main Maintenance Building	2016	\$3,088	H	\$3,088	30	1	\$3,149	29	30	\$5,704	100%		0%	\$831	\$136
																\$0
	OFFICE EQUIPMENT (3)															\$0
1	Computer Network	2001	\$3,254	H	\$3,254	10	16	\$4,468	-6	5		100%		0%	\$0	
1	Canon Copier	2002	\$4,795	H	\$4,795	10	15	\$6,454	-5	5	\$7,125	100%		0%	\$1,038	\$1,189
1	Phone System (Equip&Software)	2002	\$4,744	H	\$4,744	3	15	\$6,385	-12	5	\$7,049	100%		0%	\$1,027	\$1,177
1	Dell Server &software	2005	\$2,185	H	\$2,185	3	12	\$2,771	-9	5		100%		0%	\$0	
1	5 DELL Computers	2007	\$4,637	H	\$4,637	5	10	\$5,652	-5	5	\$6,240	100%		0%	\$909	\$1,042
																\$0
	DISTRIBUTION (3)															\$0
38	Pressure Reducing Valves	1987	\$2,455	H	\$93,278	40	30	\$168,960	10	10	\$205,961	50%		50%	\$15,001	\$8,343
172	Air Relief Valves	1987	\$709	H	\$121,970	40	30	\$220,932	10	10	\$269,315	50%		50%	\$19,615	\$10,909
422	Isolation Valves	1987	\$2,291	H	\$966,816	40	30	\$1,751,254	10	10	\$2,134,769	25%		75%	\$77,742	\$43,237
247	Other Valves	1987	\$2,018	H	\$498,518	40	30	\$902,997	10	10	\$1,100,748	25%		75%	\$40,086	\$22,294
581	Firehydrants	1987	\$3,273	H	\$1,901,558	60	30	\$3,444,410	30	35	\$6,888,439	25%		75%	\$250,858	\$34,170
20	Pressure Reducing Valves	2017	\$5,000	C	\$100,000	40	0	\$100,000	40	40	\$220,804	50%		50%	\$16,082	\$1,856
																\$0
	Subtotal Existing Capital Assets				\$45,159,718			\$78,663,010			\$135,559,165	26%	1%	73%	\$5,118,046	\$1,544,026

Capital Replacement Program																Exhibit 11	
Georgetown Divide PUD IW																Date:	10/20/17
																System Number:	910013
																Service Connections:	408

Qty	Component	Year Acquired	Unit Cost (Historic, Current or Future)	Cost Type (H, C, F)	Estimated Historic Cost	Normal Estimated Life	Current Age	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required
Existing Capital Replacement Program																
SOURCE OF SUPPLY PLANT #5100																
1	Mark Edson Dam & Stumpy Meadows Res.	1962	\$400,015	H	\$400,015	100	55	\$1,188,737	45	50	\$3,199,589	10%	50%	40%	\$14,980	\$4,664
1	Tunnel Hill Tunnel	1962	\$84,931	H	\$84,931	100	55	\$252,393	45	46	\$627,604	25%	20%	55%	\$7,346	\$2,543
1	Kaiser Siphon Replacement (1)	1964	\$315,852	C	\$108,259	100	53	\$315,852	47	46	\$785,402	25%	20%	55%	\$9,193	\$3,183
1	Sand Trap Siphon (1)	1964	\$128,375	C	\$44,001	100	53	\$128,375	47	48	\$332,115	50%		50%	\$7,775	\$2,550
1	Up Country Ditch Imp (Pilot Ck Diversion to Tunnell Hill Inlet) (1)	1964	\$1,598,171	C	\$547,779	100	53	\$1,598,171	47	56	\$4,844,320	10%	50%	40%	\$22,681	\$6,090
																\$0
																\$0
																\$0
	5200 SHARED															\$0
1	Cabin Waste Gate Replacement (1)	1972	\$23,700	C	\$9,548	40	45	\$23,700	-5	20	\$35,217	100%		0%	\$1,649	\$1,517
1	Bacon Creek Pipe (1)	1964	\$201,549	C	\$69,082	40	53	\$201,549	-13	20	\$299,491	50%		50%	\$7,011	\$6,450
1	Buckeye Conduit (1)	1964	\$355,352	C	\$121,798	40	53	\$355,352	-13	20	\$528,035	25%		75%	\$6,180	\$5,686
1	Up Country Ditch (Penn Stock Bypass to Shroeder Conduit) (1)	1964	\$587,070	C	\$201,220	40	53	\$587,070	-13	5	\$648,172	25%		75%	\$7,587	\$30,250
1	Main Ditch #1 Imp (1)	1964	\$1,631,992	C	\$559,371	40	53	\$1,631,992	-13	5	\$1,801,851	10%	50%	40%	\$8,436	\$33,636
1	Main Ditch #2 to ALT (1)	1964	\$380,682	C	\$130,480	40	53	\$380,682	-13	5	\$420,304	25%		75%	\$4,920	\$19,615
																\$0
																\$0
																\$0
	5200 IRRIGATION ONLY (1)															\$0
1	Main Ditch #2 below ALT	1964	\$663,376	C	\$227,375	40	53	\$663,376	-13	10	\$808,652	25%		75%	\$9,465	\$18,377
1	Pilot Hill Ditch (Main)	1964	\$429,126	C	\$147,084	40	53	\$429,126	-13	10	\$523,102	50%		50%	\$12,246	\$23,775
1	Pilot Hill Ditch	1964	\$1,070,876	C	\$367,047	40	53	\$1,070,876	-13	10	\$1,305,392	25%		75%	\$15,279	\$29,665
1	Kelsey Ditch #1	1964	\$571,625	C	\$195,927	40	53	\$571,625	-13	10	\$696,808	25%		75%	\$8,156	\$15,835
1	Kelsey Ditch #2 Imp	1964	\$1,112,565	C	\$381,336	40	53	\$1,112,565	-13	10	\$1,356,211	25%		75%	\$15,874	\$30,820
1	Spanish Dry Diggins Ditch	1964	\$37,375	C	\$12,810	40	53	\$37,375	-13	10	\$45,560	100%		0%	\$2,133	\$4,141
1	Taylor Mine Ditch	1964	\$36,563	C	\$12,532	40	53	\$36,563	-13	10	\$44,570	100%		0%	\$2,087	\$4,051
																\$0
																\$0
																\$0
	5300 - Lake Walton WTP															\$0
0	Lake Walton Plant Replacement (4)	1992	\$0	C	\$0	50	25	\$0	25	25		25%		75%	\$0	\$0
0	Raw Water Bypass (1)	1974	\$0	C	\$0	40	43	\$0	-3	19		25%		75%	\$0	\$0
0	Lake Walton Outlet Works (1)	1974	\$0	C	\$0	40	43	\$0	-3	19		100%		0%	\$0	\$0
0	Lake Walton Dredging (1)	1974	\$0	C	\$0	40	25	\$0	15	22		25%		75%	\$0	\$0
							43		-43							\$0
																\$0
	5300 - AUBURN LAKE TRAILS PLANT															\$0
0	ALT Water Treatment Plant (4)	2018	\$0	C	\$0	50	-1	\$0	51	59		25%		75%	\$0	\$0
																\$0
																\$0
																\$0
	5400 T & D METERS & METER BOXES															\$0
0	Automated Meter Reading and Meter Replacement Project (5)	2018	\$0	C	\$0	20	-1	\$0	21	2		25%		75%	\$0	\$0
																\$0
																\$0
	T & D TREATED WATER #5400 (2)															\$0
0	Angel Camp Tank (0.5 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		25%		75%	\$0	\$0
0	Deer Ravine Tank (0.25 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		50%		50%	\$0	\$0
0	Pilot Hill Tank (0.47 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		25%		75%	\$0	\$0
0	Black Ridge Road Tank (0.06 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		75%		25%	\$0	\$0
0	Hotchkiss Hill Tank (0.06 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		75%		25%	\$0	\$0

0	Spanish Dry Diggins Tank (0.2 MG)	1971	\$0	C	\$0	40	46	\$0	-6	10		50%	50%	\$0	
0	Black Oak Mine Tank (0.3 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		25%	75%	\$0	
0	Garden Park Tank (0.2 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		50%	50%	\$0	
0	Kelsey Tank (0.21 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		50%	50%	\$0	
0	Hotchkiss Hill Subtank (0.06 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10		75%	25%	\$0	
0	Black Ridge Road Pump Station	1974	\$0	C	\$0	40	43	\$0	-3	5		75%	25%	\$0	
0	Chipmunk Trail Pump Station	1974	\$0	C	\$0	40	43	\$0	-3	5		75%	25%	\$0	
0	Reservoir Road Pump Station	1974	\$0	C	\$0	40	43	\$0	-3	5		75%	25%	\$0	
0	4-Inch Pipelines (42,130 AC, 50,771 PVC If)	1974	\$0	C	\$0	60	43	\$0	17	15		10%	90%	\$0	
0	6-Inch Pipelines (175,142 AC, 3,981 DI, 235,640 PVC If)	1974	\$0	C	\$0	60	43	\$0	17	15		10%	90%	\$0	
0	8-Inch Pipelines (42,068 AC, 85,394 PVC If)	1974	\$0	C	\$0	60	43	\$0	17	15		10%	90%	\$0	
0	10-Inch Pipelines (36,484 AC, 10,359 PVC If)	1974	\$0	C	\$0	60	43	\$0	17	15		10%	90%	\$0	
0	12-Inch Pipelines (42,346 AC If)	1974	\$0	C	\$0	60	43	\$0	17	15		10%	90%	\$0	
															\$0
0	Highway 193/Sliger Mine Main Relocation (2)	1974	\$0	C	\$0	60	43	\$0	17	5		50%	50%	\$0	
0	Tank Telemetry Enhancements (2)	2020	\$0	C	\$0	15	-3	\$0	18	5		100%	0%	\$0	
															\$0
															\$0
															\$0
	TRANSPORTATION EQUIPMENT (3)														\$0
1	Mobile Radios	1971	\$668	H	\$668	5	46	\$1,661	-41	5		100%	0%	\$0	
1	Truck	2017	\$6,300	C	\$6,300	15	0	\$6,300	15	15	\$8,479	100%	0%	\$397	\$500
1	Excavator	2017	\$9,100	C	\$9,100	15	0	\$9,100	15	15	\$12,247	100%	0%	\$573	\$723
1	Trailer for excavator	2017	\$1,750	C	\$1,750	20	0	\$1,750	20	20		100%	0%	\$0	
1	Trailer & Hookups	1991	\$1,560	H	\$1,560	15	26	\$2,610	-11	10		100%	0%	\$0	
1	1998 Ford Pickup Truck	1998	\$1,703	H	\$1,703	15	19	\$2,481	-4	10		100%	0%	\$0	
1	1999 Ford F150 Pickup	1999	\$1,697	H	\$1,697	15	18	\$2,424	-3	10		100%	0%	\$0	
1	2002 Ford F-150 4x4	2001	\$1,886	H	\$1,886	15	16	\$2,588	-1	10		100%	0%	\$0	
1	Chevy Truck - 1500	2003	\$1,861	H	\$1,861	15	14	\$2,455	1	10		100%	0%	\$0	
1	2004 Chevy 1500 Pickup	2004	\$1,855	H	\$1,855	15	13	\$2,400	2	10		100%	0%	\$0	
1	2004 Chevy 4 WD Pickup	2004	\$3,034	H	\$3,034	15	13	\$3,925	2	10		100%	0%	\$0	
1	2005 Chevy ID#1GBHK24U95E333348	2005	\$2,950	H	\$2,950	15	12	\$3,741	3	10		100%	0%	\$0	
1	2006 Chevy Colorado	2006	\$1,988	H	\$1,988	15	11	\$2,471	4	10		100%	0%	\$0	
1	2007 Chevy CK2500 Regular Cab	2007	\$2,981	H	\$2,981	15	10	\$3,633	5	10		100%	0%	\$0	
1	2008 Chevy 1500	2008	\$2,385	H	\$2,385	15	9	\$2,850	6	10		100%	0%	\$0	
1	Sundowner Trailer	2010	\$756	H	\$756	15	7	\$868	8	10		100%	0%	\$0	
1	Re-manufactured Long block Unit #32	2013	\$575	H	\$575	20	4	\$622	16	17		100%	0%	\$0	
1	2016 Ford F-150	2016	\$2,332	H	\$2,332	15	1	\$2,379	14	10		100%	0%	\$0	
															\$0
															\$0
	SHOP & FIELD EQUIPMENT (3)														\$0
			\$478							6		100%	0%	\$0	
1	Tool Set	2017	\$914	C	\$914	10	0	\$914	10	10		100%	0%	\$0	
1	New Radio System	1989	\$1,185	H	\$1,185	10	28	\$2,062	-18	5		100%	0%	\$0	
1	Steam Cleaner (Pressure Washer)	1989	\$311	H	\$311	10	28	\$541	-18	5		100%	0%	\$0	
1	Welder	1991	\$249	H	\$249	10	26	\$418	-16	5		100%	0%	\$0	
1	Backhoe	1991	\$4,511	H	\$4,511	20	26	\$7,548	-6	5	\$8,334	75%	25%	\$293	\$1,167
1	Dump Truck	1991	\$4,383	H	\$4,383	20	26	\$7,334	-6	5	\$8,098	75%	25%	\$284	\$1,134
1	Tilt-bed Trailer	1992	\$786	H	\$786	15	25	\$1,290	-10	5		100%	0%	\$0	
1	Dozer	1996	\$2,249	H	\$2,249	20	21	\$3,409	-1	5		100%	0%	\$0	
1	Mini Excavator	2000	\$3,712	H	\$3,712	20	17	\$5,197	3	5	\$5,738	100%	0%	\$269	\$1,071
1	IR Portable Air Compressor	2003	\$1,204	H	\$1,204	20	14	\$1,588	6	7		100%	0%	\$0	
1	2008 Chevy Truck 3500 1 ton Dump Truck	2008	\$4,373	H	\$4,373	15	9	\$5,226	6	5	\$5,770	100%	0%	\$270	\$1,077
1	Clark Equip.-excavator	2010	\$3,900	H	\$3,900	20	7	\$4,480	13	14	\$5,911	100%	0%	\$277	\$376
1	Meters	2014	\$1,101	H	\$1,101	20	3	\$1,169	17	18		100%	0%	\$0	
1	Ditch Witch FX30 Vac Trailer	2015	\$5,087	H	\$5,087	20	2	\$5,293	18	19	\$7,710	75%	25%	\$271	\$264
1	Rammer Small Compactor	2016	\$676	H	\$676	20	1	\$690	19	20		100%	0%	\$0	

																\$0	
	GENERAL PLANT (3)															\$0	
1	Office Building	1976	\$22,620	H	\$22,620	40	41	\$50,945	-1	15	\$68,565	25%		75%	\$803	\$1,011	
1	Chip, Seal Parking Lot	1985	\$486	H	\$486	10	32	\$917	-22	1		100%		0%	\$0		
1	Yard Fence	1986	\$509	H	\$509	10	31	\$940	-21	5		100%		0%	\$0		
1	Generator & Electrical	1986	\$364	H	\$364	20	31	\$673	-11	5		100%		0%	\$0		
1	Gas Heat/Air System	1987	\$272	H	\$272	20	30	\$492	-10	5		100%		0%	\$0		
1	Rheem Cooling & Heating Unit	1989	\$288	H	\$288	20	28	\$502	-8	5		100%		0%	\$0		
1	Metal Building	1990	\$957	H	\$957	20	27	\$1,634	-7	5		100%		0%	\$0		
1	Office & Shop Privacy Fence	2004	\$1,001	H	\$1,001	10	13	\$1,295	-3	5		100%		0%	\$0		
1	Hangtown Fence - Add'l Ground Fencing	2006	\$806	H	\$806	10	11	\$1,002	-1	5		100%		0%	\$0		
1	Carpet Replacement	2007	\$613	H	\$613	7	10	\$748	-3	5		100%		0%	\$0		
1	Partial Re-roof of Main Maintenance Building	2016	\$509	H	\$509	30	1	\$519	29	30		100%		0%	\$0		
																\$0	
	OFFICE EQUIPMENT (3)															\$0	
0	Computer Network	2001	\$536	H	\$0	10	16	\$0	-6	5		100%		0%	\$0		
1	Canon Copier	2002	\$790	H	\$790	10	15	\$1,063	-5	5		100%		0%	\$0		
1	Phone System (Equip&Software)	2002	\$781	H	\$781	3	15	\$1,052	-12	5		100%		0%	\$0		
			\$360							5		100%		0%	\$0		
1	5 DELL Computers	2007	\$764	H	\$764	5	10	\$931	-5	5		100%		0%	\$0		
																\$0	
																\$0	
	Existing Capital Replacement Program				\$3,731,376			\$10,749,508			\$18,433,245				\$166,432	\$250,172	

ATTACHMENT C

Scope of Services

Scope of Work

Scope of Work

Project Summary

In order to accomplish the GDPUD's asset management goals, multiple tasks have been identified in the Work Plan that should be accomplished over the next several years. Some have been identified to be completed by GDPUD staff and others with consultant services. In an effort to phase the work, the first major consultant effort will focus on: 1) asset management planning; and 2) engineering analysis and evaluation of 25-30 miles of the raw water conveyance system, above the WTPs (Upcountry Ditch System and Main Ditch System), and the treated water system. A later phase will focus asset management planning and engineering analysis of the WTPs and raw water conveyance system below the WTPs (Kelsey and Pilot Hill Ditch System) and preparation of a water system asset management plan(s) that will include risk of failure assessments and a 20-year prioritized capital improvement projects (CIP) list for both phases of work.

At this time, GDPUD is seeking a firm to perform **Phase 1** tasks including expanding the treated water/raw water asset inventory (Attachment 2), preparing an asset register, conducting conditions assessments and remaining useful life analyzes, collecting asset attribute data and populating GIS, and updating the 2002 Water System Reliability Study. The following outline provides a scope of work for these tasks. The consultant is encouraged to propose additions to the scope, as necessary, to provide a complete work product. Any additional scope of work items proposed by the consultant that may provide additional value are encouraged and shall be labeled as "Optional Tasks". Note, this scope of work does not include an evaluation of water supply reliability.

A contract award is anticipated to occur on XX with a Notice to Proceed (NTP) issued by XX.

Consultant will be responsible for managing the overall project. This work includes leading, directing and monitoring the project team, and ensuring all work products and deliverables are reviewed, and that the Consultant's quality assurance policies are followed. All deliverables will go through internal quality control prior to submittal to the District. The Consultant will be responsible for monitoring the project schedule and its budget.

Consultant shall provide all labor, equipment, and material required to perform inspections and collect condition assessment data. Consultant shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements. Consultant staff shall possess all required safety certifications and demonstrate knowledge of current safety requirements for confined space entry. Consultant shall provide GDPUD with a safety plan to have reviewed and approved by the District's Safety Officer.

The project scope of work consists of the following tasks:

TASK 1 PROJECT MANAGEMENT

The consultant's project manager shall provide management and oversight of all consultant personnel and sub-consultants including:

1. Fully coordinate all engineering disciplines and sub-consultants involved in completing its services;
2. Review and monitor project budget and progress on a regular basis, including management of consultant in-house and sub-consultant activities,
3. Allocate resources and make adjustments as necessary to meet the project schedule and objectives, and
4. Perform necessary project control activities to accomplish day-to-day management of the work.

Task 1.1 Project Coordination and Meetings

Project progress/coordination meetings will be held at least monthly.

- The Consultant will prepare agendas for and lead monthly project meetings at the GDPUD office in Georgetown, California or other video conferencing options as required. They will include a project kickoff meeting and monthly status meetings except when a workshop is scheduled. Assume 2 hours per meeting.
- The Consultant will coordinate with the District operations staff to gain access to District facilities and determine operational needs/constraints.

Task 1.2 Monthly Progress Reports

Consultant shall submit monthly progress reports accompanying the Consultant's invoice. At a minimum, these reports will include progress-to-date, schedule updates, District action items, team action items, status of deliverables, problems encountered with suggested solutions, and anticipated work for the next month.

Task 1.3 Board of Director's Meeting.

Consultant shall prepare for, attend, and support presentation of asset management and system reliability study results and recommendations at a Board of Directors Meeting. Consultant shall prepare PowerPoint support slides in coordination with the District presentation/staff reports.

Task 1 Deliverables:

- *Electronic meeting agendas in PDF format.*
- *Written responses to review meeting comments in PDF format.*
- *Progress meeting notes.*
- *Monthly Progress reports submitted with invoice.*
- *Attendance at and presentation material for a Board of Director's meeting.*

TASK 2 – REVIEW/ORGANIZE EXISTING INFORMATION

Task 2.1 Develop Project Work Plan

The Consultant will prepare a work plan for District review that lays out coordination activities that require District staff participation and support, and the coordination of condition assessments under Task 3 with system analyzes under Task 5 (to avoid duplication of effort). The draft work plan will be presented to and reviewed with District staff.

Task 2.1 Deliverables

- *Draft Work Plan for district review*
- *Final Work Plan with District comments incorporated*

Task 2.2 Review Existing Information

The Consultant will review the following relevant information to develop a full understanding of previous work that has been completed that may be useful in preparing the analyzes and deliverables required under this scope of work. An information request, as needed, will be made by the Consultant for additional existing information needed to conduct the work.

- Water System Reliability Study 2002 (www.gd-pud.org/studies-and-reports)
- Urban Water Management Plan (www.gd-pud.org/studies-and-reports)
- Cost of Service Study (www.gd-pud.org/studies-and-reports)
- Record drawings (available at GDPUD offices)
- WaterCAD database (available at GDPUD offices)
- Maintenance records consisting of operator notebooks (available at GDPUD offices)
- Tank inspection reports (available at GDPUD offices)
- El Dorado Water Agency Water Resources Development and Management Plan (www.edwateragency.org/Pages/Water-Agency-Resources.aspx)
- El Dorado Water Agency M&I Water Demand Review

Task 2.3 Record Drawing GIS Access

Consultant will develop a numbering/naming scheme for District digitized record drawings for desktop and GIS field tablet recall and categorization, consistent with existing GIS and new asset register (**Task 3**) nomenclature.

Task 2 Deliverables:

- *Renamed electronic files for linking to GIS*

TASK 3 – ASSET MANAGEMENT

Task 3.1 Develop Asset Hierarchy and Asset Register

Consultant will expand treated water/raw water (above WTPs) asset list to include component parts that meet the following criteria:

- Asset has an expected useful life greater than 1 year,
- Asset requires recurring or preventive maintenance,
- Asset performs a critical function within the system,
- Asset would be repaired rather than replaced if it fails,
- Assets are complete and usable, require maintenance, and perform a distinct function on their own,
- Assets are owned by the District or maintained by District personnel,
- Assets generally have a replacement or acquisition value over \$5,000, and
- Assets typically contain components that can be replaced.

In collaboration with District staff, Consultant will develop an asset hierarchy consistent with the District's enterprise funds, an asset numbering system, and an asset register. The asset register will include, but not limited to, asset number, facility name, discipline, asset type/subtype, installation date, age, estimated useful life (EUL), probability of failure age/condition score, remaining useful life (RUL) (informed by **Task 3.2** conditions assessment) and reinvestment year.

The asset register will be in a format compatible with computerize maintenance management software commonly used in the water industry or a spreadsheet maintenance management tool.

Task 3.2 Conduct Conditions Assessment and RUL Evaluation

Consultant will review all documents provided by the District necessary to perform a condition assessment and interview O&M staff regarding the operation and maintenance history of facilities and assets. A workshop will be held by Consultant with District staff for this purpose. Additional interviews can be made either during inspections or other times as requested and mutually agreed to.

Consultant discipline experts will perform visual condition assessments of all treated water systems (except WTPs) and raw water conveyance (above treatment plants) facilities and assets, and determine RUL based on year built and asset condition. The assessment will include an investigation of the following:

1. Pump station equipment, electrical, piping, structures, and site access,
2. Tank site building structures, site access, etc. (defer to tank inspection records for tank condition),
3. Distribution system and laterals based on 10 inspections of external condition of pipe/laterals excavated by District crews. Locations to be determined in coordination with District Staff.
4. Raw water conveyance ditch/conduits, inlet structures, spill gates, access roads, etc. This does not include Stumpy Meadows Reservoir and Dam.

During site visits Consultant will collect attribute data for all assets for later population of GIS database under **Task 4**, including but not limited to size, material, make, model, serial number, rating, etc.

Task 3.3 Technical Memorandum

Consultant will prepare a technical memorandum summarizing how the asset register was developed, the condition assessment and results, and a list of assets that require further evaluation and the type of tests necessary to perform a comprehensive analysis. Final asset register and assessment forms for each asset assessed (keyed to asset register number) will be provided in the Appendices.

Task 3 Deliverables:

- *Conditions Assessment Workshop.*
- *Draft Asset Register in electronic format for District review.*
- *Draft Technical Memorandum in electronic format in Word for District review.*
- *Final Technical Memorandum in electronic format in Word and PDF with District comments incorporated. To be included in 2002 Study appendix upon final approval by the District.*

TASK 4 - GIS MAINTENANCE

The Consultant will populate GIS database with asset reference documents developed under **Task 2** (record drawings, maintenance records, etc), asset attribute data developed under **Task 3** and additional facilities identified and GPS located under **Task 5**.

Task 4 Deliverables:

- *Fully populated GIS database*

TASK 5 – WATER SYSTEM RELIABILITY STUDY UPDATE

Consultant will update all aspects of the 2002 Study using the same approach, format and level of detail except for the addition and incorporation of work performed under previous tasks as noted. This task will be coordinated with previous tasks to eliminate duplication of effort where there is overlap. (For example: visiting and assessing a facility to determine its physical condition under Task 3 and analyzing its operation and compliance with performance and design criteria under this task)

Task 5.1 Introduction (2002 Study Section I)

Consultant will update the Introduction section of the 2002 Study with information developed under this SOW (Task 1-5 and optional items)

Task 5.2 – Summary (2002 Study, Section II)

Consultant will update the Summary section of the 2002 Study with information developed under this SOW (Task 1-5 and optional items)

Task 5.3 - Inventory and Data Collection (2002 Study, Section III)

Consultant will update raw and treated water system mapping to include the following:

- Raw water and treated water system improvements completed since 2002 that have not already been GPS mapped.

Task 5.4 Current and Projected Water Demands (2002 Study, Section IV)

Treated Water System

The District will provide historical treated water use data for the Consultant's development of existing unit demand factors by land use, acreage, and water demand region. Consultant will also consider GPCD demand factors from the District's 2020 UWMP, and GPCD demand factors and water budget-based applied water used in El Dorado County Water Agency's Water Resources Development and Management Plan (more specifically the El Dorado County M&I Demand Review). Consultant will review all the demand factor data sets and summarize, compare and contrast each and make a recommendation for a single set of demand factors by water demand region that will be used to develop a demand forecast.

Consultant will prepare a demand forecast based on the El Dorado County General Plan, current County development forecasts and development inquires, under 3 development conditions (existing, 2040 or other selected planning horizon, and buildout). Increasing or decreasing trends in water use will be accounted for dependent on conservation initiatives, and demographics. A climate change forecast will also be prepared based on recent USBR American River Basin Study climate change modelling.

Using historical demand data, average day, peak month, maximum day, and peak day demand factors by land use, water demand region and pressure zone will be established to evaluate infrastructure capacity for each demand scenario.

Consultant shall prepare a technical memorandum describing how the demand forecasts were prepared and summary results by total district, water supply region and pressure zone. The technical memorandum will also describe Ditch Design Flow updates described below.

Ditch Design Flow

Consultant will update ditch design flow based on improvements made since 2002 and/or new information provided by the District during interviews and/or field visits.

Task 5.4 Deliverables:

- Draft Technical Memorandum in electronic format in WORD for District review.
- Final Technical Memorandum in electronic format in WORD and PDF with District comments incorporated. To be included in appendix upon final approval by the District.

Task 5.5 Performance and Design Criteria (2002 Study, Section V)

Consultant will analyze and update raw water and treated water system performance and design criteria to comply with current local, state, and federal regulatory standards and industry practices as defined by the AWWA and EPA. A workshop will be conducted by Consultant with District staff to review the District's current performance and design criteria and consultants and consultants initial recommended changes.

Upon District approval of final performance and design criteria, Consultant will update District's technical specifications.

Task 5.5 Deliverables

- Performance and design criteria workshop
- Draft technical specifications in electronic format in Word for District review.
- Final technical specifications in electronic format in Word and PDF incorporating District comments

Task 5.6 System Analysis (2002 Study, VI)

Based on updated performance and design criteria, Consultant will evaluate and analyze the raw water and treated water system and provide its findings. This will generally include the following.

Treated Water System

- Updating and calibrating existing WaterCAD network model in collaboration with District staff, or other alternative model determined under the Optional Task at the end of this SOW.
- Detailed analysis of the distribution system, storage tanks, and pump stations for maximum day, maximum day plus fire flow, and peak hour conditions including an extended simulation evaluation of storage volume adequacy and potential water quality issues due to short circuiting and/or water age for existing, and the 2040 and buildout planning horizons (for both demand forecast scenarios).
- Cursory analysis of rated WTP capacity compared to maximum day demand.
- Pump station operation and energy efficiency analysis.
- Cursory water quality analysis (no known water quality problem to date), including a description of water quality characteristics as they relate to existing and potential future regulatory requirements and public perception.
- Narrative that describes and maps that illustrate modelling results and recommended *reliability* and *expansion* improvements for each modelling condition. Note, the

Consultant will take asset condition determined under Task 3 into consideration when developing recommended reliability measures.

- Distribution system water loss analysis and recommendations for improvement.

Raw Water System

- Evaluate each section of the raw water system (including appurtenant structures) and raw water storage with respect to updated design flows, system performance capacity, design criteria and field/asset condition (from Task 3).
- Narrative that describes and maps that illustrate results and recommended reliability measures for each ditch segment. Note, the Consultant will take asset condition determined under Task 3 into consideration when developing recommended improvements and note same in narrative.
- Raw water system water loss analysis and recommendations for improvement.

Task 5.6 Deliverables

- *Electronic copy of fully updated model, refined, and calibrated model metadata on compact disk (CD).*
- *Preliminary recommendations for raw water and treated water systems for District review.*

Task 5.7 Recommended Raw Water System Improvements (2002 Study, Section VII)

Consultant will prepare a prioritize list, project description and a narrative for recommended system reliability improvements, budget level cost estimates and an implementation schedule.

Task 5.7 Deliverables

- *Draft list for District review*
- *Final list incorporating District comments delivered with Draft Water System Reliability Study Update*

Task 5.8 Recommended Treated Water System Improvements (2002 Study, Section VIII)

Consultant will prepare a prioritize list, project description and a narrative for recommended system reliability and expansion improvements, budget level cost estimates and an implementation schedule.

Task 5.8 Deliverables

- *Draft list for District review*
- *Final list incorporating District comments delivered with Draft Water System Reliability Study Update*

Task 5 Complied Study Deliverables

- Draft Water Reliability Study Update in electronic format in Word for District review
- Final Water Reliability Study Update in electronic format in Word and PDF with District comments incorporated

OPTIONAL TASK – EVALUATE ALTERNATIVE NETWORK MODELS

Consultant will provide a proposed fee for an optional item to evaluate alternative network models that are built on an ArcGIS platform including surveying other small to medium size agencies to determine models used, providing system requirements and pricing, staff expertise required for in-house operation and making a recommendation regarding conversion to an ArcGIS platform model considering in-house staff and expertise limitations.

Optional Task Deliverables

Letter report summarizing findings and recommendations.

EXISTING DOCUMENT REVIEW

Certain documentation is available for review with this RFP. As appropriate, electronic files of this information will be provided to the selected Consultant upon award of the Project. The District is providing the following documents with this RFP by reference.

- Water System Reliability Study 2002 (www.gd-pud.org/studies-and-reports)
- Urban Water Management Plan (www.gd-pud.org/studies-and-reports)
- Cost of Service Study (www.gd-pud.org/studies-and-reports)
- El Dorado Water Agency Water Resources Development and Management Plan (www.edwateragency.org/Pages/Water-Agency-Resources.aspx)
- El Dorado Water Agency M&I Water Demand Review

Record drawings, WaterCAD database, GIS database, maintenance records, and tank inspection reports and other documents as necessary to gain a better understanding of facilities will be provided to the awarded Consultant.

PROJECT TEAM

All documents shall be prepared by a licensed professional engineer. The professional seal shall appear on all final documents. The engineer whose seal is shown will be known as the Engineer of Record. The condition assessment and system analysis shall be performed by a licensed professional engineer experienced in the following disciplines:

- Site/Civil Assessment: Civil Engineer
- Structural Assessment: Structural Engineer
- Electrical/Instrumentation Assessment: Electrical Engineer
- SCADA: Electrical Engineer/SCADA Development Specialist
- Mechanical Equipment Assessment: Mechanical Engineer

ANTICIPATED SCHEDULE

Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all the services required by this Agreement shall be completed as generally outlined below:

- Board Awards Funding – January 11, 2021
- Notice to Proceed – January 11, 2021
- Asset register and conditions assessment – March 2021
- System Analysis – June 2022
- Final Water System Reliability Study Update – August 2022

DELIVERABLES

All draft deliverables will be in Microsoft Word and final deliverables will be in Word and PDF format submitted via email. District will provide one set of compiled comments. Drawings and maps will be prepared with aerial images except where detail may be lost (i.e. modelling results).

ATTACHMENT D
Sample Agreement for Consultant Services

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 201__, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and _____ (“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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (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 _____ 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: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

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:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____