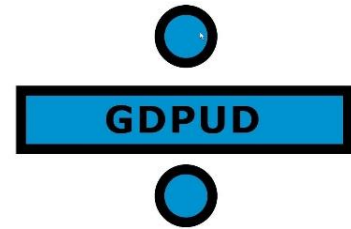


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF June 14, 2022
AGENDA ITEM NO. 9.E.**



SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR THE AUBURN LAKE TRAILS WASTEWATER MANAGEMENT ZONE – WASTE DISCHARGE REQUIREMENT UPDATE ASSESSMENT**

PREPARED BY: Alexis Elliott, Water Resources Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The Auburn Lake Trails Wastewater Management Zone (Zone) consists of a well-established housing development located north of Highway 193, beginning approximately two miles east of Cool in El Dorado County, California, and encompasses an area of approximately 2,500 acres created by Trans-Land Company in 1972. The Zone was formed on March 19, 1985. The purpose of the Zone is to preserve and protect the environment and public health through an approved management program for individual and small community wastewater disposal systems in lieu of an area-wide sewage collection, treatment, and disposal system. As set forth in Resolution 84-6, the District shall investigate, test, design, operate, monitor, inspect and if necessary, maintain and repair the wastewater disposal systems within the Zone at the individual homeowner's expense.

A Waste Discharge Requirement Order No. R5-2002-0031(the Order) was issued by the Regional Water Quality Control Board (RWQCB) to act as the managing document for the Zone. As of February 1, 2022 a total of 1,031 lots have been developed. A total of 137 lots are connected to the Community Disposal System (CDS) which are lots that could not support an individual wastewater system. The CDS collects septic tank effluent from each residential septic tank that is transferred for conventional sub-surface disposal. The remaining 896 lots employ various on-site wastewater disposal systems; including conventional, pressure dosed, sand filter, mound, and alternative technology systems.

DISCUSSION

The Order was issued by the RWQCB in 2002 and since its issuance new septic technologies and been developed, building regulations have been modified and monitoring and sampling requirements have been updated. An updated WDR could potentially allow for various types of wastewater technologies to be employed, additional single-family dwellings developed, and reduction of monitoring and sampling requirements. To address the aforementioned criteria a Request for Proposal (RFP) was released in March 2022 for services to complete an *Auburn Lake Trails Wastewater Management Zone – Waste Discharge Requirement Update*. The district's intent with this WDR update is to evaluate the current WDR and prepare a Report of Discharge for submittal to the RWQCB. While the District expected to receive multiple proposals; the District ended up receiving only one proposal from Bennett Engineering Services (BEN|EN). After reviewing the proposal, staff believe BEN|EN has the requisite experience to complete

Approve a Professional Services Agreement for the Auburn Lake Trails Wastewater Management Zone – Waste Discharge Requirement Update Assessment

Board Meeting of June 14, 2022

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the WDR update that will meet the District's objectives. In addition, BEN | EN previously completed an inflow/infiltration study and Feasibility Study for the District

Specific tasks included in the scope of work for this new agreement will include:

- Project Management.
- Background Research; and
- Waste Discharge Requirement Updates.

The BEN | EN proposal is for a total cost of \$53,434 which will be billed on a time and materials basis. After reviewing BEN | EN's scope of services and cost proposal, the staff believes BEN | EN's cost proposal to be reasonable. The professional service agreement is included as Attachment 1.

FISCAL IMPACT

It is proposed that the project be funded by Fund 200 which has a current balance of approximately \$859,000. This fund would be less \$53,434 at the end of the project.

CEQA ASSESSMENT

It is assumed that the WDR update will be categorically exempt through CEQA. BEN|EN will provide support documentation and facilitate the District filing of a Notice of Exemption with the County.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution authorizing General Manager to execute a Professional Services Agreement with BEN|EN for an amount of \$53,434. Resolution 2022-XX is included as Attachment 2.

ATTACHMENTS

1. Professional Service Agreement
2. Resolution 2022-XX

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 14 day of June, 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Bennett Engineering Services (“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 \$53,434, 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 David Harden 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: Bennett Engineering Services
Attention: David Harden
1082 Sunrise Avenue, suite 100
Roseville, California 95661

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: _____
Adam Coyan, General Manager

Date: _____

CONSULTANT:

By: _____

Name: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

EXHIBIT A

Services

COLLABORATIVE APPROACH WITH DISTRICT

BEN|EN will evaluate current septic technologies with collaborative input from the District. We intend to work with District staff on the WDR permit update so that there is a clear understanding of what is changing in the final product. We will coordinate with District staff to identify specific needs or questions to be communicated with the RWQCB and for consideration into the updated WDR permit. If there is a more complex or critical path item that needs consideration, BEN|EN will facilitate meetings with RWQCB, District staff, and potentially El Dorado County, to reach definitive resolutions for this permitting effort.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Subtask 1.1. Project Administration

Bennett Engineering's (BEN|EN's) Project Manager will submit monthly invoicing to Georgetown Divide Public Utility District (District) and project status updates, as needed. Monthly invoices will include a summary of work performed by task. BEN|EN will manage the project schedule, subconsultant work, project execution, and integrate deliverables.

DELIVERABLES:

- ▶ Monthly invoices
- ▶ Project status reports, as needed
- ▶ Schedule updates

Subtask 1.2. Project Meetings

BEN|EN will coordinate and attend a project kick off meeting and up to three (3) coordination meetings with the District via teleconferencing. The BEN|EN Project Manager will distribute meeting agendas electronically prior to conference calls and will provide meeting minutes after calls.

DELIVERABLES:

- ▶ Meeting agendas and minutes

Subtask 1.3. Correspondence with the Regional Water Quality Control Board and El Dorado County

BEN|EN will hold three (3) conference calls (with agendas and minutes) with the Regional Water Quality Control Board (RWQCB) and El Dorado County to determine the appropriate path for the new permit. BEN|EN will respond to questions from the RWQCB and county. BEN|EN will also provide regular correspondence with the RWQCB and keep the District informed on critical communications related to the Waste Discharge Requirement (WDR) update.

DELIVERABLES:

- ▶ Conference calls, including agendas and minutes with the RWQCB (3)

TASK 2. BACKGROUND RESEARCH

Subtask 2.1. Document Research

The BEN|EN team is familiar with the site due to visitations in the recent past. As such, we do not anticipate a need to visit the site for preliminary investigation of existing conditions. The team will research and review the existing WDR No. R5-2002-0031, existing as-builts, studies/evaluations, well reports, and other available documents for the project. Due to recent projects with the District, we do not anticipate this being a significant effort. It is assumed the District will provide all existing information related to the system to BEN|EN, including existing monitoring well reports, RWQCB monthly reports, and information related to current operations.

Subtask 2.2. Geotechnical Groundwater Investigation

BEN|EN's geotechnical subconsultant, Geocon, will perform a groundwater investigation based on available data to support BEN|EN's development of an anti-degradation analysis. Geocon will review plans, construction documents, site-specific data previously obtained by Geocon, groundwater data provided by the District, and other information pertaining to the existing leach fields, and perform a limited geologic/geotechnical literature review to aid in evaluating the geologic conditions present at the site.

Geocon will perform one site visit to observe current site conditions and consult with the District regarding planned expansions of the existing system.

Geocon will then prepare a summary report for use in developing the updated WDR permit. The summary report will address site geologic factors including regional geology and groundwater, depth to local groundwater, potential paths, and infiltration rates for effluent to reach groundwater, the condition of the existing waste discharge system as presently known, and other pertinent factors. This assumes that the District will provide current groundwater data to Geocon.

Geocon will provide general geologic and geotechnical project consultation through the duration of the project.

This scope does not include installation of new groundwater monitoring wells. Should current groundwater data not be available, Geocon will provide a scope and fee to install new wells fitted with electronic piezometer instruments to obtain pertinent data regarding depth to groundwater and rate of effluent infiltration.

DELIVERABLES:

- ▶ Geologic summary report

TASK 3. WASTE DISCHARGE REQUIREMENT UPDATES

Subtask 3.1. Evaluate Septic Technologies

BEN|EN will review technologies currently available for the onsite treatment and disposal of wastewater allowed by the RWQCB. This includes review of available literature and resources through

the Environmental Protection Agency (EPA) and State Water Board. BEN|EN will provide an evaluation of these septic technologies and how they may be applied to existing lots as replacements in the event of failing systems or new construction. The findings of this evaluation will be summarized into a memorandum that will be provided to the District.

DELIVERABLES:

- ▶ Septic technologies memorandum

Subtask 3.2. Review Building Regulations

BEN|EN will review the county code and other building requirements in similar areas and soil profiles for requirements of individual lots to build onsite septic disposal systems for accessory dwelling units (ADU) or new construction. BEN|EN will assist the District develop the standard requirements to allow the district to manage the onsite disposal systems. BEN|EN will review existing soil data provided by the District to prepare an anti-degradation analysis.

DELIVERABLES:

- ▶ Building Regulations for Requirements/Standards Memo

Subtask 3.3. Review Monitoring and Sampling Requirements

BEN|EN will evaluate historical surface and groundwater monitoring and sampling results provided by the District, as well as current inflow and infiltration (I&I) data. Based on these evaluations, BEN|EN will determine if any changes are necessary to monitoring, sampling, and reporting requirements in the updated WDR permit. Any changes are to be included in Subtask 3.4.

Subtask 3.4. Prepare Report of Waste Discharge

A Report of Waste Discharge (ROWD) is required per California Water Code Section 13260 to update an existing WDR permit. BEN|EN will prepare the ROWD (also called Form 200) as part of the application package required. Additionally, BEN|EN will review past water balance calculations performed for the system and verify that the inputs are still accurate and representative of current operations. This updated water balance evaluation will determine the number of single-family residences or ADUs allowed to be constructed within the Zone connected to the CDS. The ROWD must include:

- ▶ Facility information
- ▶ Type of discharge
- ▶ Location of the facility
- ▶ Reason for filing
- ▶ California Environmental Quality Act (CEQA)
- ▶ Characterization of discharge and site map
- ▶ Anti-degradation analysis
- ▶ Supplemental information
- ▶ District certification

It is assumed that the WDR update will be categorically exempt through CEQA. BEN|EN will support the District in filing a Notice of Exemption with the County. The RWQCB will bill Dischargers applying for an update of an existing WDR through the annual fee billing system.

DELIVERABLES:

- ▶ Report of Waste Discharge (Form 200)
- ▶ Anti-degradation analysis
- ▶ Updated water balance

EXHIBIT B

Rates

Fee Estimate

Client: Georgetown Divide Public Utility District

Consultant: Bennett Engineering Services Inc

Project: Auburn Lake Trails Wastewater Management Zone - Waste Discharge Requirement Update

Date: May 5, 2022



Fee Estimate	Project Manager IV 221 \$/hr		Engineer III 194 \$/hr		Engineer II 176 \$/hr		Project Controls Specialist 105 \$/hr		BEN EN Subtotal		MISC. EXPENSES	Geocon Contract	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost			
Task 1. Project Management													
1.1. Project Administration	12 hrs	\$2,652	hrs	\$0	hrs	\$0	10 hrs	\$1,050	22 hrs	\$3,702	\$80	\$0	\$3,782
1.2. Project Meetings	4 hrs	\$884	2 hrs	\$388	hrs	\$0	hrs	\$0	6 hrs	\$1,272	\$180	\$0	\$1,452
1.3. Correspondence with the Regional Water Quality Control Board	12 hrs	\$2,652	8 hrs	\$1,552	6 hrs	\$1,056	hrs	\$0	26 hrs	\$5,260	\$130	\$0	\$5,390
Subtotal	28 hrs	\$6,188	10 hrs	\$1,940	6 hrs	\$1,056	10 hrs	\$1,050	54 hrs	\$10,234	\$390	\$0	\$10,624
Task 2. Background Research													
2.1. Document Research	4 hrs	\$884	6 hrs	\$1,164	6 hrs	\$1,056	hrs	\$0	16 hrs	\$3,104	\$40	\$0	\$3,144
2.2. Geotechnical Groundwater Investigation	2 hrs	\$442	8 hrs	\$1,552	4 hrs	\$704	4 hrs	\$420	18 hrs	\$3,118	\$40	\$11,500	\$14,658
Subtotal	6 hrs	\$1,326	14 hrs	\$2,716	10 hrs	\$1,760	4 hrs	\$420	34 hrs	\$6,222	\$80	\$11,500	\$17,802
Task 3. Waste Discharge Requirement Updates													
3.1. Evaluate Septic Technologies	2 hrs	\$442	6 hrs	\$1,164	20 hrs	\$3,520	hrs	\$0	28 hrs	\$5,126	\$0	\$0	\$5,126
3.2. Review Building Regulations	10 hrs	\$2,210	10 hrs	\$1,940	20 hrs	\$3,520	hrs	\$0	40 hrs	\$7,670	\$0	\$0	\$7,670
3.3. Review Monitoring and Sampling Requirements	2 hrs	\$442	4 hrs	\$776	16 hrs	\$2,816	hrs	\$0	22 hrs	\$4,034	\$0	\$0	\$4,034
3.4. Prepare Report of Waste Discharge	10 hrs	\$2,210	12 hrs	\$2,328	20 hrs	\$3,520	hrs	\$0	42 hrs	\$8,058	\$120	\$0	\$8,178
Subtotal	24 hrs	\$5,304	32 hrs	\$6,208	76 hrs	\$13,376	hrs	\$0	132 hrs	\$24,888	\$120	\$0	\$25,008
PROJECT TOTAL	58 hrs	\$12,818	56 hrs	\$10,864	92 hrs	\$16,192	14 hrs	\$1,470	220 hrs	\$41,344	\$590	\$11,500	\$53,434

Additional Fee Information

- ▶ This fee estimate is valid for 90 days from the date shown above.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

INITIALS:

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH
BENNETT ENGINEERING SERVICES FOR THE COMPLETION OF THE WASTE
DISCHARGE REQUIREMENT UPDATE ASSESSMENT
IN AN AMOUNT NOT TO EXCEED \$53,434

WHEREAS, the Georgetown Divide Public Utility District adopted Order No R5-2002-0031 (the Order), the regulatory document for Waste Discharge Requirements for Auburn Lake Trails On-Site Wastewater Disposal Zone; and

WHEREAS, best management practices is to evaluate and update, if necessary as new technology and/or regulations are changed; and

WHEREAS, a Request for Proposal was released in March 2022 for services to complete an Auburn Lake Trails Wastewater Management Zone Waste Discharge Requirement Update; and

WHEREAS, the District received a proposal from Bennett Engineering Services to evaluate and propose revisions to the Order that will meet the District's objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Professional Services Agreement with Bennett Engineering Services for a Waste Discharge Requirement Update is hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of June 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

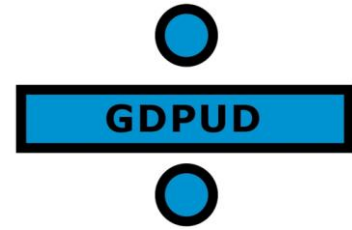
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of June 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JUNE 14, 2022
AGENDA ITEM NO. 9.F.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW OF REQUEST FOR QUALIFICATIONS FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT CONSULTING SERVICES

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

The California Environmental Quality Act (CEQA) guidelines detailed in Title 14, Division 6, Chapter 3 of the California Code of Regulations applies to public agencies throughout the state, including local governments, special districts and State agencies. The Georgetown Divide Public Utility District Board of Directors adopts a five-year Capital Improvement Plan (CIP) on an annual basis. The CIP is a planning tool that identifies anticipated capital improvement and their funding sources. Projects identified in the CIP and general construction projects often require CEQA analysis prior to full implementation.

DISCUSSION

The intent of selecting a qualified consulting firm is to support District staff's CEQA review and develop environmental documents for applicable projects prior to the commencement of construction activities.

A Request for Qualifications (RFQ) has been drafted to be advertised through Ebidboard for approximately 30 days and qualified bidders will be notified of project opportunity. The RFQ is included as Attachment 1.

FISCAL IMPACT

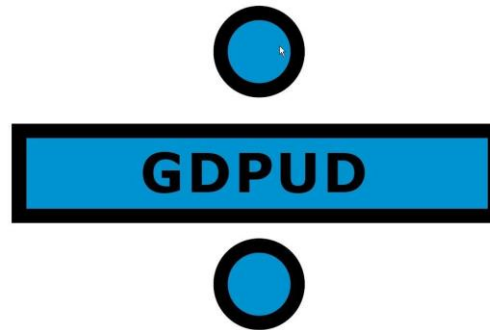
Each project the District completes has cost included to meet CEQA services. Cost will be billed to the District on time and material rate schedule.

RECOMMENDED ACTION

Staff recommends that the Board approves the issuance of a Request for Qualifications for CEQA consulting services.

ATTACHMENTS

1. Request for Qualifications | CEQA Consulting Services
2. Resolution 2022-XX Approving Issuance of RFQ



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR QUALIFICATIONS

California Environmental Quality Act Consulting Services

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

Proposal Submission Deadline (date/time): July XX, 2022 at 2:00pm

**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 RFQ, 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 RFQs is at the following website: http://gd-pud.org/#Bids_&_Proposals

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ATTACHMENTS

- A. Sample Professional Services Agreement

REQUEST FOR QUALIFICATIONS

California Environmental Quality Act Consulting Services

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting proposals from qualified consulting firm to provide professional California Environmental Quality Act (CEQA) services associated with District projects.

The District will use a “Qualifications Based Selection” process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview.

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

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

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

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

1.1 General Description of RFQ

This RFQ describes the general Scope of Services, necessary RFQ components, consultant selection process, and required format of the RFQ, as well as a sample copy of the District’s Professional Services Agreement included in Attachment A.

1.2 RFQ Schedule

Advertisement of RFQ	June 22, 2022
Deadline for Questions	July 29, 2022
Response to Questions	August 10, 2022
Deadline for RFQ Submittal	No later than 2:00 PM, August 19, 2022
Final Consultant Selection	Anticipated September 13, 2022

1.3 General Selection Process

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

- Qualifications of Team
- Project Understanding and Innovation
- 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.

SECTION 2 — SCOPE OF SERVICES

The Consultant shall provide professional services associated with completion of CEQA analysis for District projects based on guidelines outlined in Title 14, Division 6, Chapter 3 of the California Code of Regulations.

Required tasks associated with CEQA analysis are as follows:

- Determine if a project is subject to environmental review process;
- Identify the steps required to complete the environmental review process for the subject project; and
- Prepare environmental documents with required content to satisfy environmental review process.

Additional tasks associated with District CEQA analysis include:

- As District projects are approved, review to determine if the project meets environmental review standards;
- Prepare and submit to the District necessary environmental technical studies to support the environmental review;
- Prepare and submit to the District final environmental review document with associated graphics, illustrations, data and supporting information; and
- If necessary, prepare presentations or discussions for the District Board of Directors.

SECTION 3 — RFQ SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of the proposal must be received and date stamped by GDPUD no later than **August 19, 2022 at 2:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to the District on or before the deadline.

Proposals shall be clearly marked "Request for Qualifications for District Engineering Services," and submitted to:

**Adam Brown
Operation Manager
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.

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFQ. The proposal must be signed by proposer's representative authorized to execute a contract between the District and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. 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 the District.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

B. 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 the District's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. 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 the District, particularly for the Project Manager and other key project staff members assigned to the project.

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 three 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 Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

E. Rate Schedule

Rate schedule of most current rates for personnel identified in project team information. A rate schedule (one copy) for the CEQA consulting services must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFQ in accordance with applicable State of California Industrial Labor Rate Standards.

Failure to provide a rate schedule in a separately sealed envelope can be grounds for the District, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

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

4.1 Selection Criteria

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

- Qualifications of team;
- Project Understanding and Innovation; 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.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

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

5.2 Public Records

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

5.3 Contract Agreement

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

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

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

SECTION 6 — QUESTIONS

If you have any questions regarding this RFQ, prior to July 29, 2022, please email:

Adam Brown, Operations Manager

Email: abrown@gd-pud.org

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, (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: _____

CONSULTANT:

By: _____

Name: _____

, General Manager

Date: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

EXHIBIT A

Services

EXHIBIT B

Rates

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE ISSUANCE OF A REQUEST FOR
QUALIFICATIONS FOR A CEQA CONSULTANT

WHEREAS, the California Environmental Quality Act (CEQA) guidelines detailed in Title 14, Division 6, Chapter 3 of the California Code of Regulations applies to public agencies throughout the state, including local governments, special districts, and State agencies; and

WHEREAS, on an annual basis, the Georgetown Divide Public Utility District Board of Directors adopts a five-year Capital Improvement Plan (CIP), a planning tool that identifies anticipated capital improvement and their funding sources; and

WHEREAS, projects identified in the CIP and general construction projects often require CEQA analysis prior to full implementation; and

WHEREAS, the District has identified the need for selecting a qualified consulting firm to support the District Staff's CEQA review and develop environmental documents for applicable projects prior to the commencement of construction activities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the issuance of the Request for Qualifications for CEQA consulting services is hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of June 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

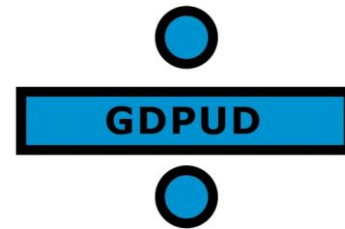
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of June 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JUNE 14, 2022
AGENDA ITEM NO. 9.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER PARTICIPATION IN THE GARDEN VALLEY 4TH OF JULY PARADE AND COMMUNITY EVENT

PREPARED BY: Gloria Omania, Substitute Board Clerk

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Hosted by the Garden Valley Community Association (GVCA), the Garden Valley Fourth of July event is a fun-filled family celebration with a parade, live music, food, craft vendors, and community booths at the Garden Valley Park.

DISCUSSION

Participation by GDPUD in this community event is an opportunity for the District to continue to strengthen its connection with the community. In the past, the District has been represented at similar events with a booth containing information about the District as well as water conservation kits.

If it is determined that there are sufficient Board Directors and Staff members available to represent the District at this event, the Board should consider registering for a booth and participating in the parade.

FISCAL IMPACT

The registration fee for a booth is approximately \$12. The booth can be stocked with material already on hand at the District office so no additional costs are anticipated for informational material. There are likely costs related to participating in the parade (i.e. decorations and signs for vehicle), but it is not expected to exceed \$100.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors direct Staff to register for the Garden Valley 4th of July event, if there is an interest by Board Directors and Staff to participate; and approve expenses related to this activity.

ALTERNATIVES

Consider other opportunities for participation in the community.

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE DISTRICT'S PARTICIPATION IN THE
GARDEN VALLEY 4TH OF JULY PARADE AND COMMUNITY EVENT

WHEREAS, hosted by the Garden Valley Community Association (GVCA), the Garden Valley Fourth of July event is a fun-filled family celebration with a parade, live music, food, craft vendors, and community booths at the Garden Valley Park; and

WHEREAS, participation by GDPUD in this community event is an opportunity for the District to continue to strengthen its connection with the community; and

WHEREAS, in the past, the District has been represented at similar events with a booth containing information about the District as well as water conservation kits; and

WHEREAS, it is anticipated that expenses related to this event include a registration fee of approximately \$12, and miscellaneous costs related to decorations and signage for the GDPUD vehicle for the parade. The total expenses is not expected to exceed \$200; and

WHEREAS, it has been determined there is sufficient interest by the Board and Staff to participate in this event to represent the District.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT approves participation by the District in the 2022 Garden Valley 4th of July Parade and community event.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board on the fourteenth day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of June 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JUNE 14, 2022
AGENDA ITEM NO. 10**



AGENDA SECTION: PUBLIC HEARINGS

**SUBJECT: PUBLIC HEARING – PROPOSITION 4, APPROPRIATION
LIMIT**

PREPARED BY: Jessica Buckle, Office/Finance Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

As required by law, local governments must hold a public hearing to establish the appropriations limit for the upcoming fiscal year. Today's hearing was set the Board by Resolution 2022-33 (Attachment 1) and provides the opportunity for the public to comment. This hearing was noticed in the Georgetown Gazette and a copy of the Proof of Publication is included with this report as Attachment 2.

In November of 1979, the voters of the State of California approved Proposition 4, more commonly known as the (Paul) Gann Initiative. The proposition places limits on the amount of tax revenue that can be spent by all entities of government. The District is a local government and therefore must comply with the proposition. The proposition became effective for the 1980-81 fiscal year, but the formula for calculating the limits began with the 1978-79 "base year" tax revenues. Since that time, the District has been setting a public hearing annually to establish its appropriation limit (maximum general tax revenue that can be spent), which is derived from information received from the State Department of Finance during May. The change factor is based on the per capita personal income change for the year and population change for unincorporated areas of El Dorado County.

DISCUSSION

The limit for FY 2022-23 is calculated to be \$3,338,002. The District is compliant with the appropriation limit since the estimated general tax revenue for FY 2022-23 is \$1,900,850, which is considerably less than the limit.

A draft copy of Resolution 2022-XX is included as Attachment 3.

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

**Public Hearing – Establishing Proposition 4
Appropriations Limit**

Page 2 of 2

Board Meeting of June 14, 2022
Agenda Item No. 10

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the public hearing and adopt Resolution 2022-XX setting the Proposition 4 Appropriation Limit for the District.

ATTACHMENTS

1. Resolution 2022-33 Setting the Prop 4 Hearing
2. Proof of Publication
3. Resolution 2022-XX Establishing Appropriations Limit

AGENDA ITEM 9

Attachment 1

Resolution 2021-24

AGENDA ITEM 9

Attachment 2

Proof of Publication

AGENDA ITEM 8.A.

Attachment 3

Resolution 2021-32

RESOLUTION NO. 2022-33
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH
THE PROPOSITION 4 APPROPRIATIONS LIMIT
FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District (District) is required by Proposition 4 to set a date for a public hearing on the appropriations limits for the District; and

WHEREAS, the hearing set for the Board's Regular Meeting of June 14, 2022, at 2:00 PM will be advertised and noticed as required by law. At said hearing the Georgetown Divide Public Utility District will consider all comments by interested persons; and

WHEREAS, the proposed Appropriations Limit is \$ 3,338,002


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Public Hearing to establish the Proposition 4 Appropriations Limit for Fiscal Year 2022-2023 is set for June 14th, 2022, at 2:00 PM.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of June 2022, by the following vote:


AYES:

NOES:

ABSENT/ABSTAIN:

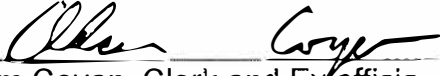

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

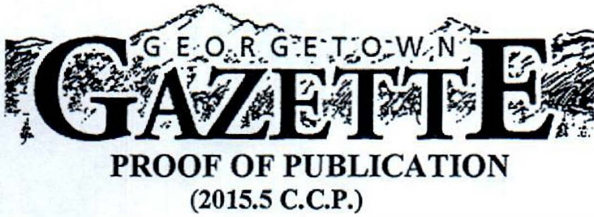

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-33 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 8th day of June 2021.



Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**Proof of Publication of:
NOTICE OF PUBLIC HEARING**

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal agent of and/or the publisher of the El Dorado Gazette, Georgetown Gazette & Town Crier, a newspaper of general circulation printed and published once each week in the town of Georgetown, Ponderosa Judicial District, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of April 3, 1970, Case Number 18589; that the notice, of which the attached is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

5/26, 6/2

All in the year **2022**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.
Dated at Placerville, California, this 2nd day of **JUNE, 2022**

Mison Rains

Signature

**NOTICE OF PUBLIC HEARING
GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT ESTABLISHMENT OF
APPROPRIATIONS LIMIT**
NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Tuesday, June 14, 2022, at 2:00 PM, by the Georgetown Divide Public Utility District to establish, by resolution, the appropriations limit for the 2022-2023 fiscal year for the Georgetown Divide Public Utility District, as described in Article XIII B of the State Constitution. The proposed appropriations limit is \$3,338,002.
At said hearing, the Georgetown Divide Public Utility District Board of Directors will consider all comments by interested persons.
Date: May 18, 2022
ADAM COYAN, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
5/26, 6/2 001905

**RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SETTING THE FISCAL YEAR 2022-23 PROPOSITION 4
APPROPRIATIONS LIMITATION**

WHEREAS, the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT conducted a hearing on the appropriations limitation for GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the fourteenth day of June 2022; and

WHEREAS, the hearing was advertised and noticed as required by law; and

WHEREAS, the Board received testimony and other evidence regarding the appropriations limitation to be established for the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:

The GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT appropriations limit for the 2022-23 Fiscal Year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980, is the sum of \$3,338,002 computed as follows:

$$\frac{\$3,109,457}{(2021-22 \text{ Appropriation Limit})} \times 1.0735 = \frac{\$3,338,002}{(2022-23 \text{ Appropriation Limit})}$$

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of June 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourteenth day of June 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT