

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Fire Safe on the Divide

Proposal Submission Deadline (date/time): June 21, 2024 at 2:00 PM

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

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

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

**Request for Proposal
Fire Safe on the Divide**

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1. INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting proposals for partial implementation of the District’s Department of Forestry and Fire Protection (Cal Fire), *Fire Safe on the Divide* grant award. This portion of the project includes wildfire fuel reduction on 230 acres located in the communities of Georgetown, Greenwood, Cool and Garden Valley.

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

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

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

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors 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 the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

1.1 General Description of RFP

This Request for Proposal (RFP) describes the general Scope of Services, necessary RFP components, selection process, and required format of the RFP, as well as a sample copy of the Districts Professional Services Agreement.

1.2 RFP Schedule

Advertisement of RFP	May 10, 2024
Deadline for Questions	May 31, 2024
Response to Questions	June 6, 2024
Deadline for RFP Submittal	No later than 2:00 PM, June 21, 2024
Final Selection	Anticipated July 10, 2024

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1.3 General Selection Process

The District intends to select a contractor 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
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

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

2. BACKGROUND

The District applied for and was awarded a Cal Fire grant entitled *Fire Safe on the Divide* (the Project) that in part includes wildfire fuel reduction totaling 230 acres within the communities of Georgetown, Garden Valley, Greenwood and Cool. The objective of the Projects vegetation management practice is shaded fuel break/understory clearing indented to reduce the continuity of wildfire fuels and create conditions that will decrease the chance of extreme fire behavior. A total of 200-acres are identified as very high fire hazard severity zone and 30-acres identified as high fire severity zone.

Project description of the Cal Fire grant award is included as Attachment A.

3. SCOPE OF SERVICES

The District's intent with this RFP is to retain a qualified professional that has the knowledge, experience and capability to design, permit, and implement the Project.

The consultant shall provide services to implement the Project within Cal Fire grant guidelines, governing codes, regulation, and best practices applicable to each work effort. Scope of services will include approach, design, environmental review, permitting, and project implementation.

3.1 Task 1 – Project Management, Coordination and Schedule

The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall meet weekly with the District to discuss the project, present design options, review alternatives, etc. These meetings may be

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either virtual or in person. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

3.2 Task 2 – Treatment Prescription

This task includes the development of treatment prescription plan for 11 treatment areas encompassing 230-acres. Specific site include:

- Pilot Hill Grange Hall;
- Deer Ravine Tank;
- Angel Camp Tank;
- 3rd Gate Facility;
- Greenwood Lake;
- Canal Fuel Break;
- Spanish Dry Diggins Tank;
- Hotchkiss Hill Tank;
- Hotchkiss Hill North;
- Walton Lake Treatment Facility; and
- Reb Berry Tank

3.3 Task 3 – Environmental Compliance and Permitting and Right-of-Way Agreements

The contractor shall be responsible for preparing, submitting and obtaining all required permits and environmental review documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction. The contractor shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction. The contractor shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction. All environmental documents shall be prepared in preliminary and final draft stages for District review and shall incorporate any comments made during the preliminary document review. For the purposes of providing a scope of services and consultant fee for this task, the following environmental documents, studies, permits, agreements, and activities should be considered.

- Department of Fish and Wildlife;
- RWQCB Clean Water Act Section 401 Water Quality Certification; and
- US Army Corps of Engineers CWA Nationwide Permit.

Deliverables:

- Preliminary and final permit applications for submittal by the District; and
- Preliminary and final CEQA documentation for submittal by the District

This task also includes securing right-of-way agreement associated with treatment areas.

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3.4 Task 4 – Request for Bid Development

This task includes the development of a request for bid to be issued to secure a qualified contractor. Under direction of the registered professional forester the qualified contractor will implement treatment prescription plan.

4. RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to establish qualifications to oversee quality control and simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by the District no later than **June 21, 2024 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 District on or before the deadline.

Proposals shall be clearly marked “*Fire Safe on the Divide*” and submitted to:

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

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

The District 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 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:

4.1 Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the contractor. The contractor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the contractor. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.

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- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process.
- Provide the location of the contractor's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
- Acknowledge that the contractor will provide the insurance and indemnification required per the attached Professional service agreement.

4.2 Project Team Information

Contractor 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.

4.3 Project Understanding and Innovation

Include visions or concepts for performing the services.

4.4 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. Include an estimate of man hours.

4.5 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.

4.6 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 District staff to perform, information the Consultant expects the District to provide, and an estimated amount of District staff time required for each task of the scope of work.

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4.7 Relevant Experience and References

The consulting firm 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. Except under circumstances beyond the firm's control, the District will not accept substitutions of key members of the team put forth as part of the winning proposal.

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 inspection firm 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;
- Inspection firm's project manager;
- Key personnel involved; and
- Sub consultant employed.

4.8 Cost Proposal

Cost proposal shall be submitted under separate, sealed envelope. This section shall include a cost matrix showing the following information, detailed by tasks listed in the Scope of Work:

- The hourly rates for each design 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.

5. SELECTION OF CONSULTING FIRM

The District intends to select a firm based on the, 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;

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- Work Plan / Scope of Work; and
- Similar Experience / References.

Consultant will be selected based on information included in the proposal.

6. QUESTIONS

If you have any questions regarding this RFP, prior to **May 31, 2024**, please contact:

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

7. GENERAL TERMS AND CONDITIONS

7.1 Limitation

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

7.2 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.

7.3 Contract Agreement

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

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

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

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attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements.

ATTACHMENT A

CAL FIRE GRANT

Fire Safe on the Divide

Linked Form Profile :

Linked Form Submissions : 22-WP-AEU 45342923

Scope of Work :

Project Name : Fire Safe on the Divide

Project Tracking Number : 22-WP-AEU-45342923

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 22-WP-UUU-XXXXXXXX

Project Description

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations) :

This description includes information about the location of the proposed project and community fire risks, project development, vegetation treatment, equipment and sustainability. The project has two main components: Vegetation thinning on 230 acres in Northwest El Dorado County, and the purchase of mastication equipment and

impacts of the project. Location and Community Risks This project is located on the Georgetown Divide, East of Sacramento, between the Middle and South forks of the American River in the communities of Cool, Greenwood, Georgetown and Garden Valley. The area is hot and dry in the summer and the fire season is long. Parcels are of mixed size, with a large rural population living adjacent to areas of dense brush and forest. With the river canyons to the North and South and Folsom Lake to the West, a wind-driven fire could spread and block evacuation routes quickly. This area was impacted by the Mosquito fire in 2022, demonstrating the vulnerability of the residents. Project Development This project was developed by the Georgetown Divide Public Utility District in partnership with the local nonprofit Forest Resource Collaborative. The project protects low income communities that are identified as at-risk in the El Dorado County Community Wildfire Protection Plan and described in the Amador El Dorado Unit Plan as having a significant wildland urban interface problem. Within the service territory of the District there are 10,000 customers and approximately 15,000 residents. There are 440 parcels with habitable structures within a quarter mile of the vegetation treatment sites. The project will protect homes and lives by increasing access for maintenance and fire suppression and reducing potential fire intensity. Vegetation Treatment Sites A total of eleven sites and 230 acres of brush, oak woodland,

and mixed conifer forest will be thinned to reduce the continuity of wildfire fuels and create conditions that will decrease the chance of extreme fire behavior. The project treatment sites are in densely populated wildland urban interface areas near water distribution facilities operated by the Georgetown Divide Public Utility District. Chipping and pile burning will be used to treat the material that is thinned. The sites will have improved visibility and access for fire fighting, and will be treated with future maintenance as a consideration. The treatment prescription and environmental documentation will be prepared by a registered professional forester and the sites will be treated by a vegetation management contractor. The completed work will serve as a model for the District to follow in the coming years as it continues to reduce the wildfire risk around its facilities in communities on the Divide. Equipment The project includes the purchase of a skid steer with a mastication attachment and a compact excavator with a mastication attachment. This equipment will be used by the District for long-term treatment of vegetation around its facilities so that the water supply is protected and there is reduced wildfire threat to nearby communities. The project also includes the purchase of chainsaws, weed trimmers and walk-behind trimmers to complete maintenance of vegetation treatments at sensitive or difficult-to-access sites and those that are too close to homes for the use of large equipment. Sustainability This

Georgetown Divide Public Utility District
the opportunity to assess the treatment needs in our service area. The District will use the equipment purchased with this grant to maintain and expand treatments, and the project will establish a fuel reduction model for the district to follow to complete future work around facilities within neighborhoods on the Divide.

Section I :

Primary Activity Type : Hazardous Fuels Reduction

Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit. : The project is located on the Georgetown Divide, between the Middle and South Forks of the American River and to the East of the greater Sacramento area and Folsom Lake. This region also sits between the burn areas of the Mosquito and Caldor Fires. The geographic scope of this project includes 11 treatment sites, from 2 to 88 acres in size, with elevations ranging from 1600 to 3100 feet. The treatment locations extend from the West side of the Auburn Lake Trails housing development in Cool, East to the communities of Greenwood and Georgetown, and South to the community of

Communities could be impacted individually or all at the same time by a single wildfire. There are 440 parcels with habitable structures within one quarter mile of the treatment sites, and there are 10,000 customers in the region that receive water from Georgetown Divide Public Utility District. There are also many homes that are on well water within the region. Ultimately, all these residents will benefit from greater protection of the water system and the reduction of severe wildfire potential near their homes.

2. Describe the goals, objectives, and expected outcomes of the project. : The proposed project has two main goals.

The first goal is to create fire-adapted vegetation around facilities and homes to protect them from severe wildfire, enable access for evacuation and fire suppression, and to maintain a safe water supply for residents in the case of a wildfire. The objective is to complete vegetation treatment around water tanks and water treatment facilities that are within densely populated areas in the Georgetown Divide Public Utility District. The outcomes of this objective will be a lower risk of wildfire impacts to the community and better access for fire suppression and maintenance of vegetation. The second goal is to obtain supplies and equipment to maintain fire-adapted vegetation throughout the Georgetown Divide Public Utility District's water distribution network. The objective is to purchase a skid steer and compact excavator

with irrigation attachments, chainsaws and weed trimmers to treat and maintain district properties and easements. Water treatment facilities, pipelines, and water distribution ditches are located within the network of homes that are served, and treatment in these areas will directly reduce the risk of wildfire impacts to adjacent homes. The outcome of this objective will be the creation of capacity to maintain existing vegetation treatments and to continue the development of fire-adapted vegetation around district facilities throughout the Georgetown Divide.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures. : There are 440 parcels with habitable structures within one quarter mile of the treatment sites and over 10,000 habitable structures in the water district's service area. This project will reduce the wildfire risk to habitable structures near the treatment sites by decreasing wildfire fuel that could ignite or spread embers to structures nearby. The project will also protect habitable structures by reducing vegetation and improving access along evacuation routes and water district easements to slow the spread and reduce the intensity of wildfire before it approaches nearby homes. An additional benefit for homes in and around the project area will be the increased protection of the regional water supply for fire suppression in the case of a wildfire.

Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers. : Assets and facilities that will be at reduced wildfire risk as a result of this project include the Pilot Hill grange, escape routes including highway 193, Greenwood Road, and Wentworth Springs Road, a PG&E transmission line corridor which intersects with one of the treatment sites, and a community center and library in Georgetown. Historic and natural features that will receive enhanced wildfire protection from the project include the American river watershed and reservoirs, rural wildlife habitat, gold rush era buildings, archaeological sites, national forest recreation areas and timberland.

5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions? :

Transporting biomass from the treatment sites would be cost prohibitive. The biomass that is generated by this project will be processed on site. Most of the treatment sites are near roads that will facilitate access with a chipper. Areas that can't be accessed with a chipper may dispose of biomass with burn piles. Chips will be allowed to decompose or will be offered to the community.

grazing as a component of the hazardous fuels reduction project? : No

Section II :

Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. :

Ten of this project's proposed treatment sites and 200 acres are within the very high fire hazard severity zone. The remaining site, near the Pilot Hill Grange, is a 30 acre treatment site in the high fire hazard severity zone. Within the surrounding region, the communities where the proposed treatments will take place are mostly within the very high fire hazard severity zone. The remaining areas, mostly with more road access, are in the high fire hazard severity zone.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. :

The eleven locations that will be treated under this project are located in the wildland urban interface around water distribution facilities that are located directly within the communities that they serve. The following is a description of the eleven individual vegetation treatment sites with their size,

evacuation and habitable structures within ¼ mile. Site 1 (Grange): 30 acres located West of the Pilot Hill Grange Hall and highway 193 evacuation route in Cool with 90 habitable structures. Site 2 (Deer Ravine Tank): 5 acres located in the Auburn Lake Trails community in Cool with 47 habitable structures. Site 3 (Angel Camp Tank): 5 acres in the Auburn Lake Trails community in Cool with 80 habitable structures. Site 4 (3rd Gate Facility): 2 acres in the Auburn lake Trails community in Cool near the community exit and Highway 193 evacuation routes with 30 habitable structures. Site 5 (Blackberries): 35 acres near the American River Canyon and Reservoir Rd. in Greenwood with 12 habitable structures. This location ties into the canal fuelbreak sections. Site 6 (Canal Fuel Break): 88 acres along a canal Southwest of reservoir road in Greenwood with 82 habitable structures. Site 7 (Spanish Dry Diggings Tank): 7 acres located next to Reservoir Rd. in Greenwood with 12 habitable structures. Site 8 (Hotchkiss Hill Tank): 7 acres along Wentworth Springs Rd. just East of Georgetown with 16 habitable structures. Site 9 (Hotchkiss Hill North): 9 acres North of Wentworth Springs Rd. near Raintree Ct. East of Georgetown with 19 habitable structures. Site 10 (Walton Treatment Facility): 33 acres along Wentworth Springs Rd. East of Georgetown with 13 habitable structures. Site 11 (Red Berry Tank): 9 acres next to highway 193 evacuation route in Garden Valley with 39 habitable structures.

Section III .

Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project? : The project itself does not include matching funds or in-kind match. During the application phase, the project has received donated grant writing and mapping support from the Forest Resource Collaborative. The application has also been supported by the staff and the volunteer grant committee of the Georgetown Divide Public Utility District who have gathered letters of support and assisted with project planning and preparing the application.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged. : External communication plans include promoting the project in local papers and sharing project updates in the Georgetown Divide Public Utility District newsletter. The newsletter is mailed to 10,000 water customers in the region every two months. The project will be introduced to adjacent and included landowners directly by

Project managers and signage will be placed at the treatment sites to explain the project purpose and benefits. Project information will be shared at Georgetown Divide Public Utility District board meetings and irrigation committee meetings. A public tour is planned for when the project is complete.

3. Describe any plans to maintain the project after the grant period has ended. : Georgetown Divide Public Utility District will use the initial vegetation treatment completed under this project as a model for ongoing treatment of additional areas after the grant ends. The equipment that will be purchased as part of the project will give the Georgetown Divide Public Utility District long-term capacity to maintain and expand the management of its service area for fire protection, access and vegetation health. A plan for regular maintenance will be scheduled based on site regrowth. Grazing and prescribed burning along with hand thinning and mastication will be considered as follow-up treatments.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level? : The Georgetown Divide Public Utility District is a partner of the Georgetown Divide Fire Safe Council and the Forest Resource Collaborative, a local nonprofit that supports forest health projects. These organizations coordinate the sharing of information and outreach related to fire safety, forest health and water

The treatment area around the Walton facility that is part of this project had been discussed at local Fire Safe Council meetings and is a shared priority for treatment by the Fire Safe Council and the District. The continued collaboration between all these organizations ensures that fire mitigation efforts will complement each other in the most efficient way possible to protect residents across the divide. The work that the Georgetown Divide Fire Safe Council is currently completing under their CAL FIRE wildfire prevention grant is focused in the communities of Kelsey and Garden Valley. If a grant to Georgetown Divide Public Utility District is awarded, it will focus on areas to the West and North of that project in the dense wildland urban interface communities of Cool, Greenwood and Georgetown.

Section IV :

Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account. : Upon award, the Georgetown Divide Public Utility District will set up a request for proposals for project coordination and request an initial advance for the project management contract and equipment and supply purchases. The forester that is subsequently hired will complete CEQA requirements, design project treatments, and obtain right-of-entry agreements for

the above project sites. Georgetown Divide Public Utility District will simultaneously complete progress reports, cost documentation, and request the next advance of grant funds to pay for the first half of the vegetation treatment contract. This is a large contract so, if funded, it is anticipated that the grant payment advances will be requested in two stages as work is completed each year. The forester will develop a request for proposals to hire the vegetation contractor and work will be completed on the eleven treatment sites in two seasons between October of 2024 and June of 2025 and again between October of 2025 and June of 2026. The schedule window for vegetation treatment allows for work outside of fire season and before bird nesting in the spring.

2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded. : The project will be completed before the grant closeout date of March 15th, 2029. The anticipated timeframe for project activities is to complete the forester/project manager contract, CEQA and right of entry agreements between the time that grant funds are awarded and the fall of 2024. Vegetation treatment would then occur between October-June of 2025 and 2026. If the project encounters significant delays, the timeframe could be

pushed forward one year so that vegetation work would be completed in the spring of 2027, which is still within the grant period.

3. Using bullets, list the milestones that will be used to measure the progress of the project. :

-GDPUD grant implementation planning completed -Ongoing grant invoicing and quarterly reporting -Mastication equipment purchased - Supplies (saws and trimmers) purchased -Advertisement for and hiring of project manager/forester -Treatment prescription written -Environmental compliance documentation completed -Fuel treatment contract awarded -Vegetation treatment completed at eleven treatment sites (230 acres) - Accomplishments documented -Project story in the GDPUD newsletter -Project tour completed

4. Using bullets, list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success. :

-Mastication equipment (skid steer and excavator) plus hand tools purchased -Vegetation treatment completed on 230 acres at eleven treatment sites -Required quarterly grant reports with accomplishments and cost documentation -Project story in the Georgetown Divide Public Utility District newsletter -Community attendance at a project tour

Can the requirements of the California Environmental Quality Act (CEQA) be met? : A registered professional forester will be hired to complete the CEQA analysis. Upon award, the GDPUD will work with the forester to complete CEQA requirements with either a notice of exemption or a cal-VTP project specific analysis and subsequent notice of decision.

6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity? : None

Section V :

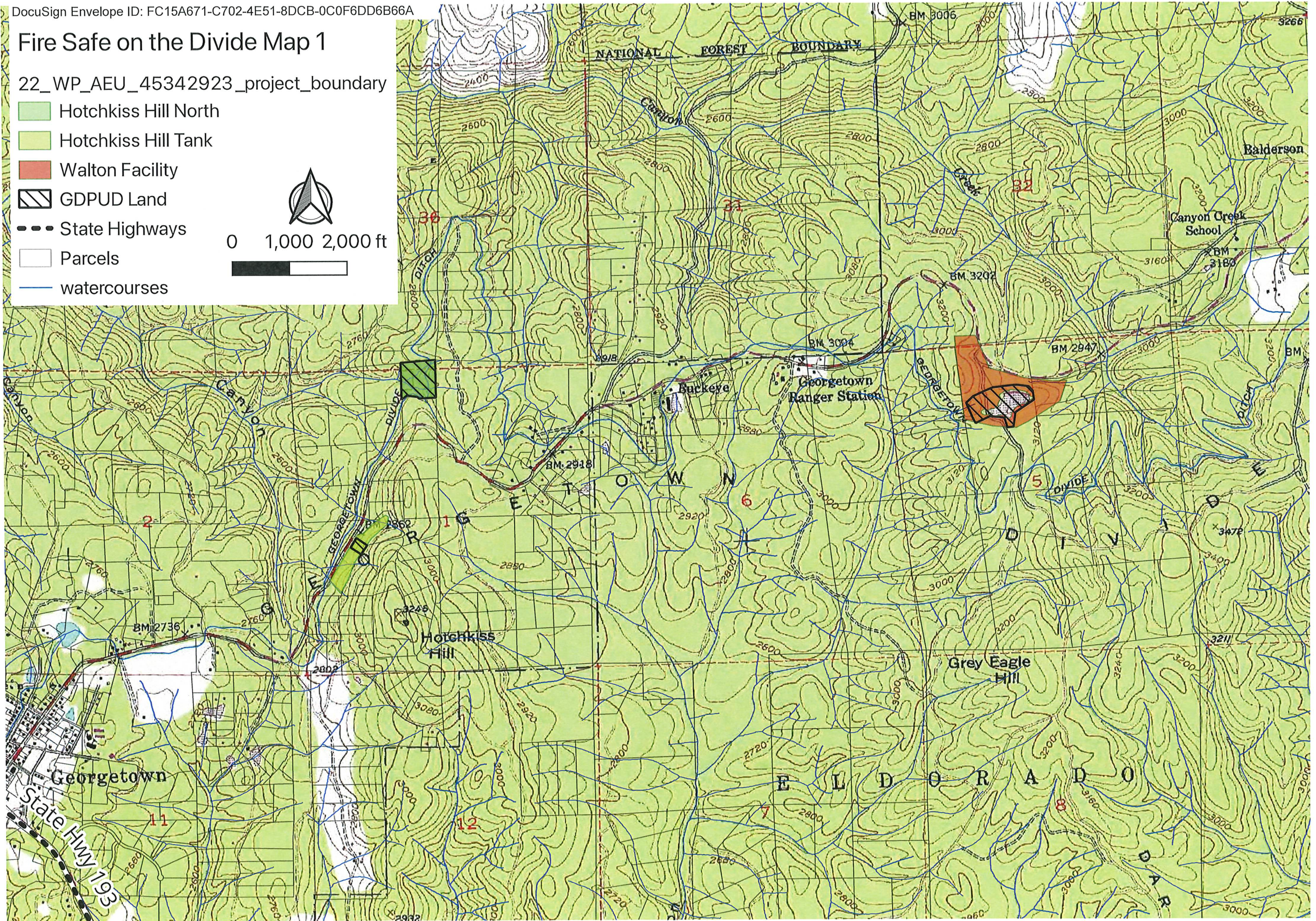
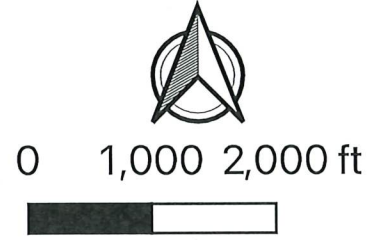
Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project

Fire Safe on the Divide Map 1









22_WP_AEU_45342923_project_boundary

-  Hotchkiss Hill North
-  Hotchkiss Hill Tank
-  Walton Facility
-  GDPUD Land
-  State Highways
-  Parcels
-  watercourses



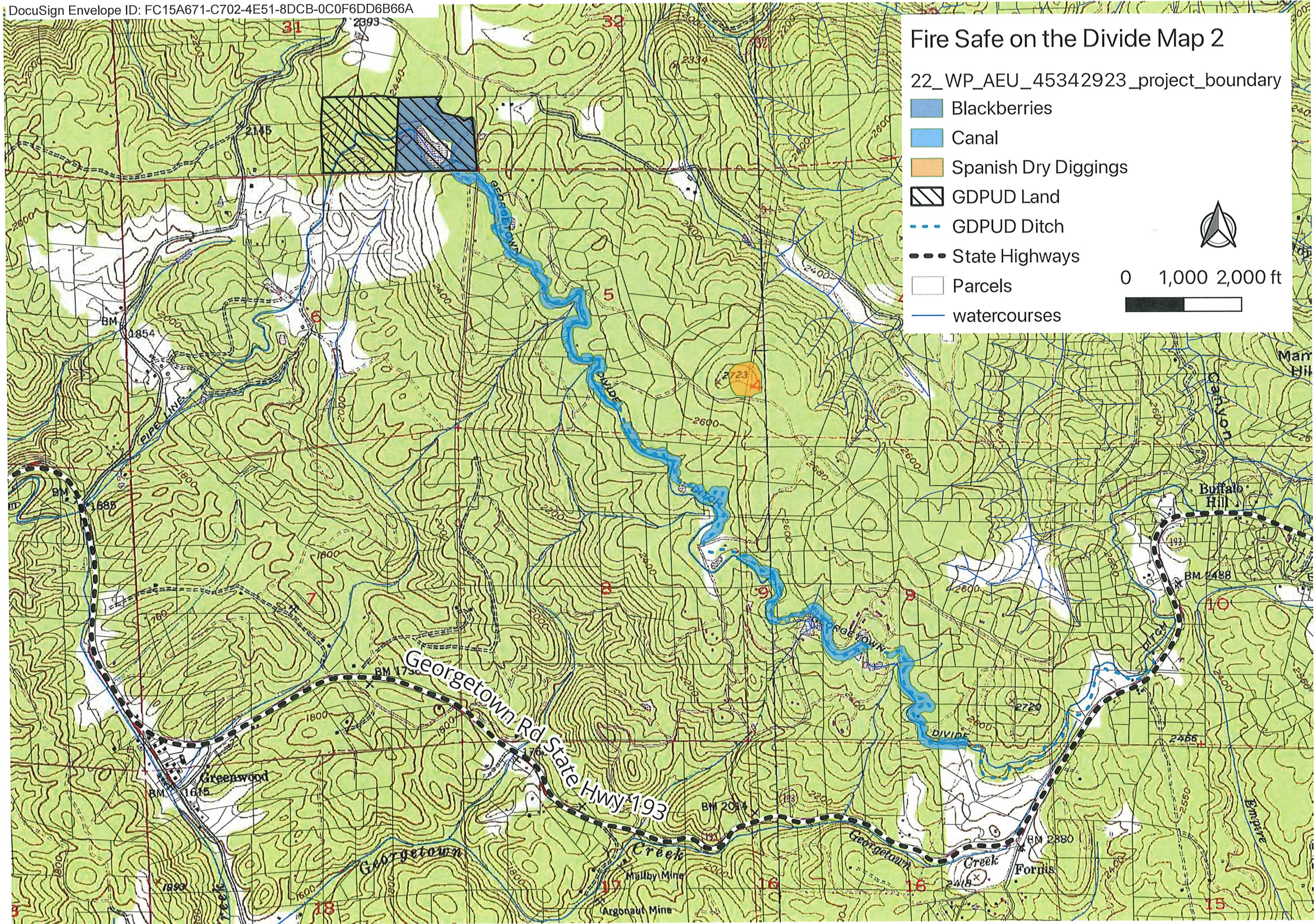
Fire Safe on the Divide Map 2

22_WP_AEU_45342923_project_boundary

-  Blackberries
-  Canal
-  Spanish Dry Diggings
-  GDPUD Land
-  GDPUD Ditch
-  State Highways
-  Parcels
-  watercourses



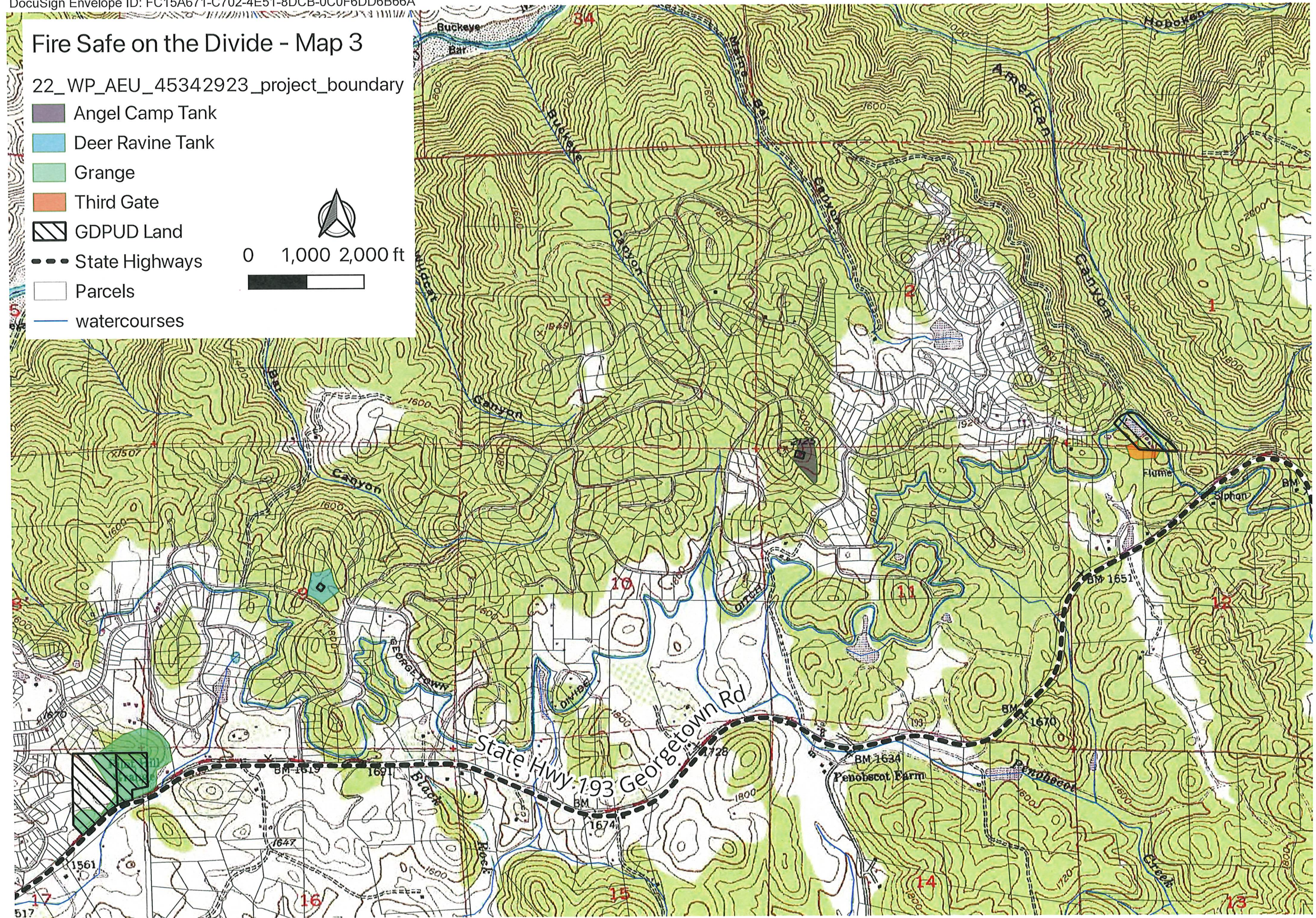
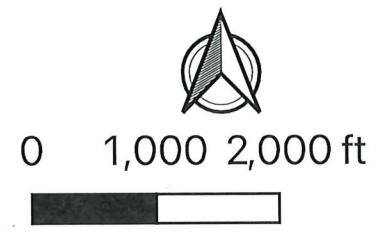
0 1,000 2,000 ft



Fire Safe on the Divide - Map 3

22_WP_AEU_45342923_project_boundary

- Angel Camp Tank
- Deer Ravine Tank
- Grange
- Third Gate
- GDPUD Land
- State Highways
- Parcels
- watercourses



Fire Safe on the Divide - Map 4

22_WP_AEU_45342923_project_boundary

Red Berry Tank

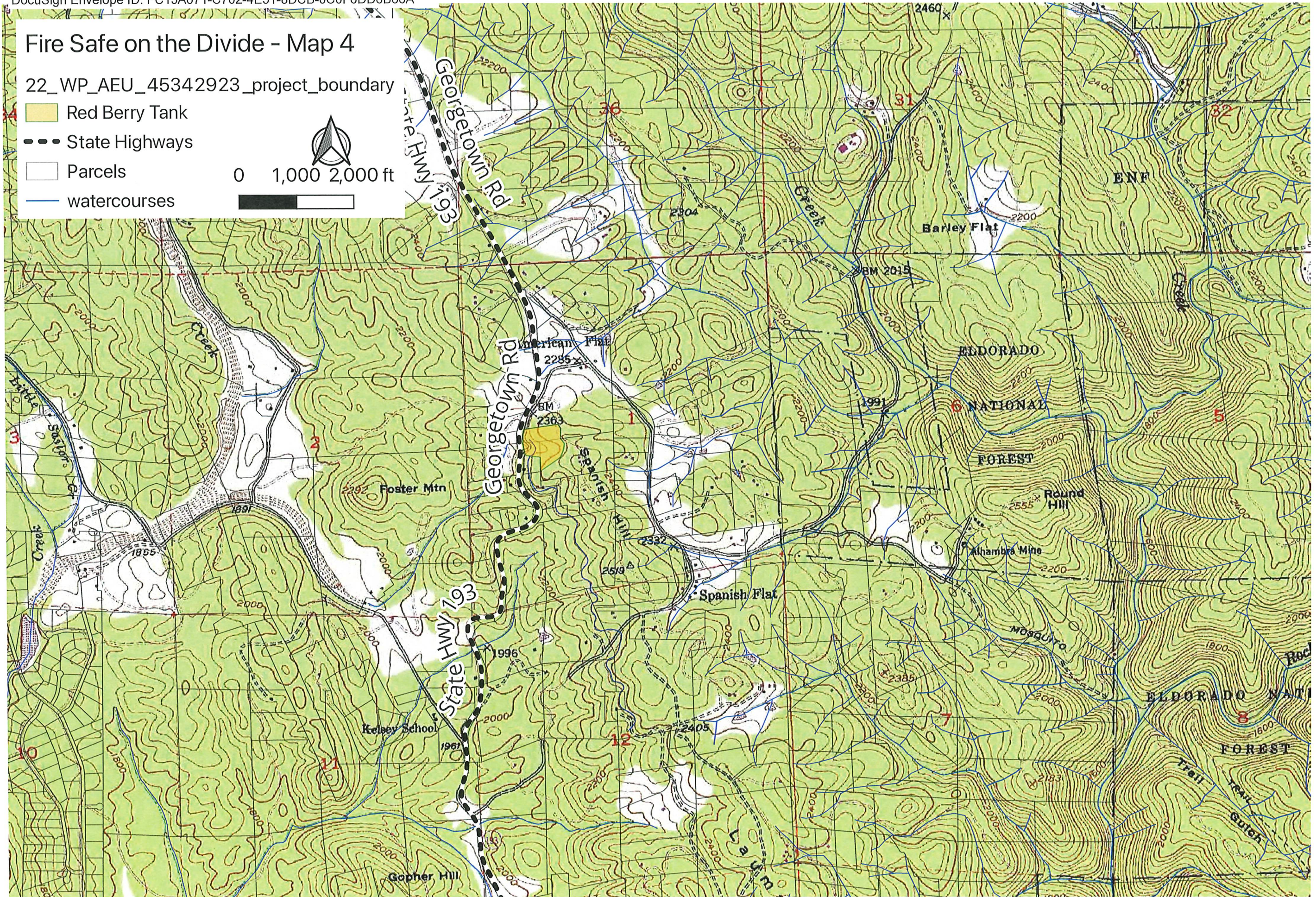
State Highways

Parcels

watercourses



0 1,000 2,000 ft



ATTACHMENT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

8. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:

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

With courtesy copies to:

If to Consultant:

Attention:

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
 , General Manager

Date: _____

Approved as to Form:

 , General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

EXHIBIT A

Services

EXHIBIT B

Rates