



Request for Proposals

For

Website Redesign and Implementation
Professional Services

RFP11-01

January 10, 2011

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PROPOSAL SUBMISSION	1
III.	BACKGROUND INFORMATION	1
IV.	SCOPE OF WORK	2
V.	QUESTIONS/ADDENDA	2
VI.	INFORMATION TO BE SUBMITTED IN PROPOSAL	2
	A. CONTENT	2
	B. COST OF SERVICES	4
	C. NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS	4
VII.	SELECTION CRITERIA	5
	A. GENERAL	5
	B. FINAL SELECTION	5
	C. PROTEST PROCEDURE	5

ATTACHMENTS:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – SUPPLEMENTAL QUESTIONS REGARDING EXPERIENCE AND
EXPERTISE

EXHIBIT C – PROFESSIONAL SERVICES AGREEMENT

I. INTRODUCTION

El Dorado Irrigation District (District), an irrigation special district organized and existing under the California Irrigation District Law (Water Code § 20500, et seq.), hereby gives notice that it is now accepting proposals for Website Redesign and Implementation professional services for the District's website as described in this Request for Proposals (RFP).

II. PROPOSAL SUBMISSION

Four (4) printed copies of the Proposal and one (1) CD-ROM, containing the Proposal in PDF format, shall be delivered in a sealed envelope labeled:

**“Proposal for the District for Website Redesign and Implementation Professional Services
Attention: Mary Lynn Carlton,
Director of Communications and Community Relations
RFP11-01”
And Bidder's name**

Sealed proposals will be received no later than 3:00 p.m., local time on Tuesday, February 1, 2011, at El Dorado Irrigation District's Customer Service Building, first floor, located at 2890 Mosquito Rd., Placerville, CA 95667. All proposal envelopes will be time stamped to reflect their submittal time. Proposals received after the submission deadline will be returned unopened to proposer. The District will not accept proposals submitted by e-mail or facsimile transmission.

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

III. BACKGROUND INFORMATION

The District is located in El Dorado County, on the western slope of the Sierra Nevada Mountains. Its contiguous service area covers approximately 220 square miles and over 100,000 residents, ranging from El Dorado Hills in the west to Pollock Pines in the east, and from the South Fork American River in the north to the Cosumnes River in the south. The District also owns and operates Project 184, a FERC-licensed hydroelectric project including high mountain lakes in the vicinity of Lake Tahoe.

The District provides treated water, wastewater treatment and disposal, recycled water, recreation services, and Project 184. It is a local public agency governed by a five-member elected Board of Directors with approximately 230 employees. Additional

information about the District is available at its website, www.eid.org.

IV. SCOPE OF WORK

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

V. QUESTIONS/ADDENDA

Any questions about this RFP shall be submitted in writing (via U.S. mail, facsimile transmission, or e-mail) to Ms. Mary Lynn Carlton at the following address:

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Attn: Ms. Mary Lynn Carlton,
Director of Communications and Community Relations
Fax: (530) 642-4503
E-mail: mcarlton@eid.org

To be considered, questions must be received by the District no later than 5:00 p.m. on January 20, 2011. The District may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The District may also issue addenda to modify the RFP as deemed advisable by the District. All such addenda shall be part of this RFP and binding upon each proposer. The District may, upon inquiry, orally direct a firm's attention to specific provisions of the RFP which cover the subject of the inquiry. However, all supplemental information provided by the District during the RFP process shall not be binding unless communicated by formal written addenda. All addenda will be posted on the District's website. Each proposer is solely responsible for obtaining all addenda posted on the District's website.

VI. INFORMATION TO BE SUBMITTED IN PROPOSAL

A. CONTENT

Each proposal shall be **limited to 20 pages** (not including transmittal letter and resumes) and shall follow the outline below:

- **Section 1 – Scope of Work**
State in succinct terms your understanding of the scope of work listed in Exhibit A attached hereto. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.
- **Section 2 – Relevant Experience and Expertise**
Describe, in narrative form, the experience and expertise of your firm and/or project team members in providing the service sought by the District. Identify representative clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the District. Include a description of the project organization and project team experience. In addition, answer the supplemental questions listed in Exhibit B attached hereto.
- **Section 3 – Project Team**
Identify each individual you expect to work on the project team, including sub-consultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and the specific education, experience, or other information that substantiates that expertise.
- **Section 4 – Quality Assurance and Control; Conflicts**
Describe your approach to Quality Assurance and Control for your firm's performance as well as any performance guarantees you offer. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provisions of the requested services, and propose means of managing any such conflicts.
- **Section 5 – Client References**
Provide contact information for representatives of at least three former or current clients for whom your firm or project team members have performed similar services so that the District may interview these references.
- **Section 6 – Contract and Insurance Requirements**
All successful proposers will be required to execute a contract in the form shown in Exhibit C attached hereto and to meet the insurance requirements of Appendix C to that Exhibit. Please indicate your firm's willingness and ability to comply with these requirements.

B. COST OF SERVICES

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

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

C. NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS

Proposals will be held in confidence during the evaluation process until District staff issues Notice of Intent to Award contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled "Confidential Information." Except as compelled by court process, the District will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

VII. SELECTION CRITERIA

A. GENERAL

The proposals received shall be subject to an evaluation by the District as deemed appropriate for purposes of selection. The evaluation will be made according to the following criteria:

1. Responsiveness to RFP
2. Experience and expertise
3. Project team makeup and capabilities
4. Rates and charges, affordability and cost control
5. Evaluations from client references

B. FINAL SELECTION

Proposals will be rated based on the merit of the entire proposal. Notice of Intent to Award the professional service contract will be issued and posted on the District's website.

The District reserves the right to reject any or all proposals and to re-issue this RFP. The District may waive any minor informalities or irregularities in any proposal that are immaterial and inconsequential in nature. The District reserves the right to request additional written or oral information from proposers to obtain clarification of their proposals.

All proposals become the property of the District. All costs associated with development of the proposal shall be the sole responsibility of the proposing firm and shall not be charged in any manner to the District.

C. PROTEST PROCEDURE

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the District's General Counsel at 2890 Mosquito Road, Placerville, CA 95667 on or before 5:00 p.m. of the tenth (10th) calendar day following the District's posting of Notice of Intent to Award the professional service contract at the entry to the District's Customer Service Building at the aforementioned address and on the District's website at www.eid.org. The procedure and time limit set forth in this paragraph are mandatory and are proposer's sole and exclusive

remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

ATTACHMENTS:

EXHIBIT A – Scope of Work

EXHIBIT B – Supplemental Questions Regarding Experience and Expertise

EXHIBIT C – Sample Professional Services Agreement

EXHIBIT A

SCOPE OF WORK

PURPOSE

El Dorado Irrigation District (District or EID) is seeking the services of an experienced website design firm to re-design, develop, and implement the District's website. While the District anticipates utilizing its current hosting service, alternative hosting and maintenance mechanisms will be reviewed. This project will involve using posted information on the existing website as well as the implementation of new information, products, and features as suggested by the District and the selected firm.

OVERALL PROJECT GOALS

- Recreate and greatly enhance the District's existing website to be a resourceful, informative, and marketing asset that provides a citizen/business friendly environment that emphasizes access to District services and departments and business opportunities.
- Develop a highly beneficial, cost-effective, easy-to-use, interactive and architecturally sound website that is flexible enough to support the District's Internet needs for a minimum of five years.
- Create a standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the District's website. However, the established theme should also provide the flexibility to allow for different District functions and some level of individuality and/or functionality between District functions and departments.
- The general website design and element will include accessibility, usability, appeal, functionality and ease of incorporating future features. Although the District has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the District's website. We encourage respondents to consider and propose alternative solutions and recommendations.
- Describe solutions for quantitatively measuring the effectiveness of the website.

EID's website should provide easy access to District services, be adaptable to current and changing technology, provide content management for District staff and be used as a public communications tool. The website shall meet the following criteria:

- Visually appealing – the site should have an attractive mix of text, photos, and graphics.
- Provide easy electronic access to public information for use by the target audience.

- Provide access to educational materials and possibly an interactive application for teachers and students.
- Easily updated using a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the District will need to purchase for the continued maintenance of the website.
- Provide the public with an alternative means of communicating with District representatives and staff.
- Enhance delivery and awareness of District services and facilitate a clearly accessible process for public inquiry.
- Unified Theme/Consistent Design. Each section of the site should have a common look/theme. The EID logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
- Provide pages for all relevant District programs, services, and functions.
- Meet ADA Priority 1 requirements (e.g. www.ada.gov/websites2_prnt.pdf).
- Be a highly beneficial, cost-effective, easy to use, interactive and architecturally sound website that is flexible enough to support the District's Internet needs for a minimum of five years and be easily upgradeable and portable.

The information on the EID website should be directed towards the following groups:

- Ratepayers
- Prospective customers
- Prospective residents
- Job seekers
- Any person or agency seeking to conduct business with, or obtain information about, the El Dorado Irrigation District
- County residents
- Teachers, students, and/or educational instructors
- Other government agencies
- Information seekers

CONTENT

A broad range of information will be accessible through the EID website including, but not limited to, the following:

General Information

- Home page
- Search feature
- Site index or site map
- Document library
 - o Public information request form

- Welcome statement
- Frequently asked questions (FAQs)
- Information for customers, students and teachers (e.g., water efficiency, water quality, starting service, paying bills, rebate programs, careers, water source, etc.)
- Emergency page (dark unless needed)
- District contacts
- District services
- “What’s new” at EID
 - o Special events
 - o Press releases
 - o Project updates
- Photos and biographical information for elected officials
- Meeting schedules for the year, including meeting agendas, minutes, and materials/documents (and archive)
- Description of District structure
- District Financial Information
 - o Budget (operating and capital)
 - o Comprehensive Annual Financial Reports (CAFR)
- Provide information about ongoing or upcoming projects
 - o Requests for Bids/Proposals/Qualifications
 - o Notice of Awards/Public Meetings/Public Hearings
 - o Environmental Document Review
- Employment/career opportunities at EID
- Request/inquiry/feedback system that automatically sends request to corresponding department
- Links to other appropriate local and government agencies (e.g., ACWA, RWA, County of El Dorado, EPA, etc.)
- Location of EID service area and board member political boundaries
- Provide educational materials
- Recreation information and opportunities
- Ability to submit, save, and/or print forms for a variety of District activities
- Project 184 pages should integrate into the new design
- Irrigation Management Services pages should integrate into the new design

Other requirements and features:

- Cross-reference information should be hyperlinked from page to page within the website with the home page link always visible.
- Information currently provided on the website must be included in the proposal.
- The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with District staff, re-design, development,

- draft presentation, implementation, hosting and training.
- Image/graphic files should be relative to the site and be formatted for the quickest loading.
- Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc.
- The proposal should include basic training for a minimum of 5 employees, training plan, and timeline for same.
- The site must be designed for 24 hours a day, 7 days a week operation; except for scheduled maintenance downtime.
- Identify likely scheduled maintenance activities for your proposed solution that would cause downtime and include an estimate of the duration of downtime and frequency per identified activity.
- The website must provide for high-speed upload/download response times for low-end to high-end computers that are used by the average citizen.
- The site should be developed to minimize loading times for analog dial-up customers, including 28kbs and 56kbs speeds.
- The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
- All documents, including maps and tables, should be in a Portable Document Format (PDF), HTML, or in a format approved by the District to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
- Include links for citizens to download any browser supplement products, such as Acrobat Reader, that are necessary to view information on the site.
- The site must be compatible with current versions of commonly used Internet browsers. Please identify in your response.

As added options to this Request for Proposal, interested firms are asked to propose on multilingual viewing, website hosting, intranet content management system, maintenance services, online bill view and payments, and online reservation and payment ability for our recreation services. **These proposals should be submitted separately from the design, development, and implementation proposal.** EID shall have the option of including some, all, or none of these services in the final package. If the alternative options are not accepted, the current method of transactions must be contained in the new website design (e.g. – online bill view/pay, and recreations on-line reservations and/or payments).

DESIGN COMPONENT

The design component is the conceptual development for the look and format of the new website. It includes the scope of information and identification of how pages will be accessed. It includes accessibility, navigational tools, interactivity, search capabilities,

ADA compliance, tracking hits to various web pages, and is to be developed as a content management site where EID can update and change content when necessary. The District strives for the highest degree of professionalism and the best use of current technologies in its website.

Included in the design phase of the El Dorado Irrigation District website will be regular meetings and updates with EID designated staff.

The following basic design principles should be incorporated in the website design:

Content management system. Develop a content management site where authorized District staff can update web pages from individual workstations.

Use consistent unified or common themes. A basic shell with modestly sized banner graphics or logos, signature icons and action buttons should be provided as a main page design and should be adaptable for each subsequent page of the website. There should be a unifying graphic theme as well as flexibility for inclusion of different District functions. There is to be a consistent and unique color scheme throughout the entire website, the El Dorado Irrigation District logo should be placed on every page, and a navigation bar with key links should appear on every web page as well. It should be apparent that it is the District's site on every page, but this must be balanced with the desire for each page to have flexibility in meeting its specific needs.

Provide a user-friendly site.

- Use logical and intuitive links.
- This site should be designed for use on major web browsers as well as nongraphical browsers.
- This site should not overwhelm the user with visual clutter.
- Design should be accessible to individuals with disabilities, meeting ADA Priority 1 requirements.
- Incorporate "printer friendly" feature for all web pages.
- This site design must be useable; it must offer a quick and user-friendly way to locate the information the customer is seeking, without requiring the customer to understand the District's organization/structure.

Provide navigational tools. Include graphic navigation buttons or bars (or other solution) offering shortcuts and leading forward, back, up, down and back to the home page. The structure of the web pages should display content within popular screen resolutions to avoid scrolling to view content whenever possible

Allow for interactivity. Include e-mail response, surveys, feedback, forms, online payments, and access to various District calendars. The designer must incorporate the ability for users to complete, save and return to the form, and print interactive on-line

forms for such tasks as rebates, employment, public information requests, etc. Also, allow for interactive educational pages for teachers and students.

Graphic files should be relative to site. Design with simplicity to allow for quickest loading.

Allow for search capabilities. Use existing search engines and/or create District database within home site.

Ability to track and measure website effectiveness. Track hits per page by District function. Locate hit counter information in web statistic page only. And include a method for measuring the web pages effectiveness to the user.

Form printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe (and others) for opening and viewing these documents.

TASKS FOR WEBSITE DESIGN

- Design main components/page layouts of website.
- Initial draft website design templates will be provided to the District within six weeks from the date of the contract for review prior to implementation.
- Test website for compatibility on all platforms.
- Website to comply with ADA Priority 1 website requirements (include a site index or site map to help meet these requirements).
- Provide training to District staff on how to maintain and manage the site.
- Use of various non-flash video and image platforms to enhance appeal of website.
- Integrate “share” buttons that link content to a variety of social media (Facebook, Twitter, or other social bookmarking sites)
- Integrate RSS feeds
- Integrate a print feature on content pages
- Register website with a variety of search engines; use meta tags to make pages visible to automatic searches; provide appropriate links; and upload to Internet search engines that may include, but are not limited to, the following: Google, Bing, Lycos, Yahoo, etc.
- Provide regular updates and meetings with District staff who are responsible for website to ensure the design and functions of website development are within the scope of website redesign project.
- A joint beta testing period and a subsequent acceptance testing period shall be provided, during which the District may evaluate the website on District property to ensure satisfaction with the website functions and specifications.
- Performance to be tested at both 28kbs and 56kbs analog dial-up speeds to ensure each webpage loads in an appropriate time.

- At completion and acceptance of project structure and design, the website will become the domain of the El Dorado Irrigation District.
- Provide a fully operational website, complete with information, forms, links, graphics, and operational interactive components.
- Provide the District with the source code for the website and any applications developed in conjunction with the website.
- The selected firm will be responsible for coordinating and implementing the website with District personnel and the web hosting site.

WEBSITE MAINTENANCE

District personnel will maintain the site. A system needs to be in place for maintenance and updating capabilities by both technical and non-technical staff.

TECHNICAL INFORMATION

The District has no plan to run the website on an in-house web server, however, viable internal hosting options may be included as an attachment to the proposal. The website may be hosted by a firm chosen by the District regardless of any recommendations received by the firm selected via the RFP process.

EXHIBIT B

SUPPLEMENTAL QUESTIONS REGARDING EXPERIENCE AND EXPERTISE

- Provide a brief history and description of your firm.
- How many staff members are available to answer questions, and how readily available are they?
- Provide a minimum of three samples including the clients names, link to their site and their contact information for interview purposes, of actual projects you have developed which are similar in nature to this project.
- What distinguishes your firm from similar firms? Specifically, what is your value proposition? What are your major strengths? Describe your consulting approach and how you feel it varies from your competitors?
- What resources does your firm use to stay abreast of legislative changes related to compliance and new products related to ADA Priority 1 website requirements?
- Describe the financial reports you will provide the District on a regular basis in order to track project costs and progress.
- Describe your proposed fee structure for consulting services, including a detailed break-out of services included.
- Describe the transition process you would employ if you are awarded the contract for this project. Provide a sample implementation plan and timeline. Specify the District's role in the process, data requirements and typical time frames.

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT

[See Attachment]

PROFESSIONAL SERVICES AGREEMENT

Between

EL DORADO IRRIGATION DISTRICT

And

[Consultant Name]

for the

[Project/Program Name]

Project No. _____

Dated _____

EL DORADO IRRIGATION DISTRICT

AGREEMENT BETWEEN EL DORADO IRRIGATION DISTRICT AND

TYPE CONSULTANT NAME IN CAPS

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this [] day of [], 20[], in the City of Placerville, State of California, by and between [] **NAME ALL CAPS**, a [], with a principal place of business at [], hereinafter referred to as “**Consultant**” and the EL DORADO IRRIGATION DISTRICT, an irrigation special district organized and existing under the California Irrigation District Law (Water Code §20500, *et seq.*), hereinafter referred to as “**District**.”

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

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

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

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

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

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

6. **Indemnification and Liability.**

6.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants and/or expert witnesses incurred in connection therewith and costs

of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of the above are actually caused by, any negligent act or omission of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of any Indemnitee.

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

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

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

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

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

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Attn: **[Project Manager]**

[Consultant Name]
[Consultant Address]

Attn: **[Redacted]**

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

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

9. **Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction

from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Consultant will issue District a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving District of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by District hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

10. Conflict of Interest; Confidentiality.

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

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

10.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future, conflict of interest between providing District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District. The provisions of this Section 10 shall remain fully effective indefinitely after termination of Services to District hereunder.

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

10.5 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent,

to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

10.6 The provisions of this Section 10 shall remain fully effective indefinitely after termination of Services to District hereunder.

11. Suspension and Termination of Services.

11.1 District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay.

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

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

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

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

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

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

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

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

12. Ownership of Work Product/Public Records Act. Any interest (including copyright interests) of Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works and any former works created by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works when and as created. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Both parties understand and agree that District must comply with the California Public Records Act ("Act"). If Consultant believes that any document or information furnished to District in connection with Consultant's performance of Services is exempt from public disclosure under the Act, it shall so advise District in writing at the time the document or information is furnished.

13. Audit/Inspection of Records.

13.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

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

14. Non-discrimination. Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

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

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

17. California Law. This Agreement shall be deemed to have been executed in the City of Placerville, El Dorado County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation arising from or relating to this Agreement shall be in El Dorado County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

18. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

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

20. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

21. Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by California Code of Civil Procedure section 337.15 or any successor statute.

22. Survival. Without limiting any of the parties' other rights or obligations arising from this Agreement, and in addition to all other provisions indicated as surviving the termination or expiration of this Agreement, the following provisions will survive any termination or expiration hereunder: 6, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22 and 23.

23. Miscellaneous. Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by District in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement. All terms not otherwise defined in this Agreement shall have the meanings provided in the Appendices or, if applicable, in the construction contract with the general contractor on the Project.

24. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

“District”

EL DORADO IRRIGATION DISTRICT

By: _____
General Manager

By: _____
Department Director

Approved as to form:

Office of the General Counsel

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

“Consultant”

CONSULTANT’S NAME ALL IN CAPS

By: _____

Its: _____

By: _____

Its: _____

LIST OF APPENDICES AND SCHEDULES

Appendix A	Scope of Services
Appendix B	Payments to Consultant
Appendix C	Insurance
Appendix D	Deliverables
Schedule 1	Personnel

APPENDIX A – SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated _____, 20____ (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”) and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

1. Project Description.

1.1 Conceptual Program.

[Here state the requirements for Consultant’s Services. This should be a description of the Project with explanations of what the Consultant has to do with or does not have to do with each part of the Project. Discuss coordination of schedule with the schedules of other Consultants and Contractors, if applicable. Include reference to District approved budget. Also include construction budget, base bid budget, bidding contingency (or contingency to use for additive alternates.)]

1.2 Milestone Schedule.

Consultant’s timetable for the Services shall be as follows:

1.3 Personnel and Subconsultants.

Consultant shall use only the personnel listed in Schedule 1 to the Agreement and the following subconsultants in performing the Services:

<u>Subconsultants</u>	<u>Scope of Services</u>

1.4 Bid Day Budget.

For the Project, District’s Bid Day Budget is [\$_____]. (District’s “**Bid Day Budget**” means the anticipated value of the construction contract for the Project when initially awarded to the low, responsive, responsible bidder for the base contract work, exclusive of alternates.) Consultant’s design hereunder must conform to District’s Bid Day Budget.

1.5 Criteria Governing Consultant’s Service.

1.5.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards.

1.5.2 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources or when specifically requested by District.

1.5.3 Unless otherwise permitted in writing by District, Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.

1.5.4 **[Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA.]**

1.6 Coordination with District.

For each phase of the Services under this Agreement, Consultant shall prepare and submit for District's acceptance a task list. The purpose of this task list shall be promoting coordination between District and the Consultant. The task list for each phase of the Services under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Agreement. The task list shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

1.7 Performance Schedule.

Consultant shall prepare and maintain a Performance Schedule detailing the Consultant's scheduled performance of the Services. **[The schedule shall include appropriate District and third party design review durations (in minimum durations of one week for Preliminary Design Phase, Design Development Phase, and 50% Construction Document phase, and two weeks for 100% Construction Documents phase.)]**

1.8 Coordination With Other Consultants/Subconsultants.

Consultant shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing its Services. Consultant shall participate in design coordination meetings with its subconsultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and subconsultant of their design responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Progress Report.

Consultant shall provide District with a Monthly Progress Report, in writing, reporting on Consultant's progress and any problems in performing the Services of which Consultant becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i) a narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed, (ii) a schedule assessment and proposed ways to work around any problems that arise, (iii) monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.

1.10 Scope of Services.

Unless specifically excluded in this Agreement, Consultant shall provide to District all professional **[architectural and engineering]** services necessary to perform the Services and to complete the Project. Services will include, but are not limited to, providing all necessary professional **[architectural and engineering services, including but not limited to, all architectural services and all civil, electrical, geotechnical, fire protection, mechanical, geotechnical and structural engineering, landscape, and cost estimating]** services required to perform the Services.

1.11 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix D. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.12 Electronic Documents.

1.12.1 In addition to providing hardcopies, Consultant shall provide AutoCAD (most recent release, or other release specified by District) files of all plans, including as-bid, as-built, and all record plans, on 3-½" floppy disks or CD (based on the District's horizontal and vertical controls), as requested by District. Consultant shall also (to the extent it is otherwise responsible for hardcopy versions of the items) prepare electronic record sets and sets of reproducible record prints or plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD (most recent release, or other release specified by District) or Softdesk (most recent release, or other release specified by District) and shall conform to District standards package (to be supplied).

1.12.2 As requested by District, Consultant shall communicate with the District and/or provide copies of all deliverables in any other electronic form reasonably requested by District.

1.12.3 District may use all electronic items to the same extent as it may use other Consultant deliverables under this Agreement. However, the electronic items are provided primarily as a convenience to District, and shall not be considered "Design Drawings", "Drawings of Record", or "Construction Documents." All hardcopy documents considered "Design Drawings", "Drawings of Record", or "Construction Documents" ("**Hardcopy**") shall contain (or if applicable be accompanied by) a professional's stamp and signature or appropriate designation stamp where professional stamp and signature is not required. The Hardcopy shall be referred to and shall govern in the event of any inconsistency between the Hardcopy and the information provided electronically.

1.13 Consultant has prepared and supplied District with a proposed scope of work, which is attached to this Appendix as its Exhibit 2, and represents Consultant's initial proposed scope of services necessary to achieve the results described herein, as well as additional negotiated scope of work items. This Appendix A and its Exhibit 1 and 2 are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing District with the broader scope of services shall have precedence.

2. **Preliminary Design Phase.** After receipt of an executed contract from District, Consultant shall prepare and deliver preliminary design documents to District.

2.1 Design Verification Review.

Consultant shall review existing District data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures) and the adequacy of available design information/technical reports. Consultant shall rely on the results of its own independent investigations and not on information provided by District. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project.

2.2 Preliminary Design Phase Documents.

Preliminary Design Phase Documents shall consist of reports containing conceptual layouts, sketches and preliminary design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including **[all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations.]** By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- *Plan list*
- *Site plan(s)*
- *Schedule of building types, equipment, machinery, systems, [District to complete]*
- *Wall sections and elevations*
- *Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed*
- *Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project*
- *Projects specific analysis of codes, ordinances and regulations*
- *Three-dimensional line drawings or plans*
- *Initial construction phasing recommendations*

[Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project]. Consultant shall develop Preliminary Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to **[twice]** monthly.

Preliminary Design Phase reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

2.3 Design of Basis Report.

Consultant shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, **[the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping].** The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.

3. **Design Development Phase.** After receipt of District's written approval of the Preliminary Design Phase documents, Consultant shall proceed as follows.

3.1 Final Design Criteria.

Consultant shall prepare final design criteria. Consultant shall participate in progress meetings with District representatives and any involved subconsultants, at District's request, up to **twice** monthly, to review and secure District's written acceptance of final design criteria.

3.2 Design Development Documents.

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 **[Plans (architectural, civil, electrical, geotechnical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, geotechnical, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements].**
- 3.2.2 Revised Plan list.
- 3.2.3 **[A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements].**
- 3.2.4 **[As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the Work].**
- 3.2.5 Updated estimate of the Project's anticipated construction cost (reflecting the anticipated value of the low, responsive, responsible bid of the project), accompanied with analysis and justification for each element of the estimate.
- 3.2.6 Recommendations for scheduling and phasing of construction.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. **[For major equipment and system specifications, Consultant shall also submit first cost and lifecycle cost analysis, with comparative analysis for the selected equipment/system item and two other alternative equipment/system items considered by Consultant but not selected].**
- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for **[mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas)].**

4. **Construction Document Phase.** After receipt of District's written approval of Design Development

documents, the Consultant shall prepare Construction Documents.

4.1 Final Plans and Specifications.

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans (“Plans”) and Specifications to show in detail all of the labor, materials, equipment and/or work to be furnished and performed by Contractor. Consultant shall modify the final plans and specifications in accord with District’s final review comments, if any. Plans and Specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District one complete sets of final 100% Plans and Specifications. The specifications shall be unbound without hole punching and the plans shall be “D” size (24” x 36”) reproducible bond.

4.2 Format of Technical Specifications.

Consultant shall prepare final technical specifications in conformance with the sixteen-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District’s Divisions 0 and 1 standard specifications. Consultant shall provide work descriptions for inclusion into District’s standard specifications and shall provide whatever Division 1 construction contract specifications are necessary for the Project and not supplied in District’s standard specifications.

4.3 Auto CAD and Other Electronic Data.

Provide in latest release of AutoCAD files of all Plans including as-bid, as-built, and all record Plans, on 3-½” floppy disks or CD (based on District’s horizontal and vertical controls) as requested by District. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to District and then to Consultant. Electronic data shall be generated in latest release of AutoCAD and shall conform to District standards package **(to be supplied.)**

4.4 Compliance with Codes, Regulations and Requirements.

All Plans, Specifications, structural design calculations, site data, and cost estimates required by State or Federal law (including but not limited to applicable FAA requirements) shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the applicable standard of care when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Agreement, all environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.

4.5 Supply of Design Calculations.

Consultant shall provide District with copies of all final **[electrical, geotechnical, mechanical and structural design]** calculations, organized by specification. Consultant shall provide District with a final update on the final design criteria utilized.

4.6 Quality Levels and Quality Control Procedures.

The Plans and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the

Contractor must satisfy, meet or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

4.7 Phasing Recommendations.

Consultant shall provide, at 50% completion of this phase, a construction-phasing schedule for the construction work, which will minimize disruption to District tenants and adjacent construction projects.

4.8 75% Construction Documents Review.

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 75% completion and again at 100% completion. Consultant shall allow District one week for review of its construction documents deliverables. Consultant shall respond to District comments and incorporate those comments as necessary.

4.9 Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and detailed estimate of Project construction costs, with phasing and scheduling recommendations, coordinated with the Schedule. The estimate shall reflect the anticipated value of the low, responsible responsive bid on the construction contract for the project. If the cost estimate based on the final Plans and specifications exceeds the project budget as herein defined, the Consultant shall recommend revisions to said Plans and specifications that will reduce costs to the budget amount and upon approval of District, shall make such revisions.

5. Bidding and Award Phase.

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist District in administering the bidding and award of the construction contract. This shall include:

5.1.1 Responding to inquiries pertaining to the Plans and Specifications

5.1.2 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

5.1.3 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, as requested by District or to respond to bidder requests.

5.1.4 [Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services, as requested by District.]

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, District may, at its discretion:

5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.

5.2.2 Reject all bids and rebid the contract.

5.2.3 If the bid amount is more than 6% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work.

5.2.4 Abandon the Project and terminate this Agreement.

6. Construction Phase. After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect District against defects and deficiencies in the execution and performance of the work, as provided in this Section 6.

6.1 The Consultant shall attend the pre-construction conference and any dispute resolution conferences and other meetings when requested by District.

6.2 The Consultant shall review and approve Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents.

6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish a written field report [] weekly, [] semi-monthly, [] monthly, or [] . This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. The Consultant shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Consultant. District may direct additional work monitoring as additional services. Consultant shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, lack of progress of work, or of any matter of dispute with the Contractor. **[Consultant shall provide District with electronic copies of all records, reports and photos of site visits within forty-eight (48) hours of each site visit.] [for consideration]**

6.4 Consultant shall issue necessary interpretations, clarifications and request for information (RFI)-replies regarding the Contract Documents and in connection therewith assist District's [] with supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Consultant respond to RFI's longer than two working days after their receipt and other submittals any longer than ten days after their receipt.

6.5 The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.

6.6 The Consultant shall prepare a set of reproducible record prints of Plans, showing "as built" conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to District. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to District and then to Consultant. Electronic data shall be generated and supplied in the same format (e.g., Auto CAD

and Softdesk) as original construction documents.

7. [Optional] Additional Construction Phase Services if No Construction Manager. In addition to the Services described in Section 6 of this Appendix A, Consultant shall perform the following Construction Phase Services.

- 7.1 Consultant shall establish and maintain to the satisfaction of District, a computer database (compatible with the database maintained by District) that shall contain complete and accurate records regarding defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Consultant shall make such database available to District at all reasonable times and turn over the database to District upon completion or termination of this Agreement.
- 7.2 Consultant shall maintain to the satisfaction of District a computer based system compatible with District's system to record, control and manage the review of Submittals and RFI's, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable
- 7.3 Based on Consultant's on-site observations as an experienced and qualified design professional, Consultant shall review contractor's monthly applications for payment and accompanying data and schedules, and shall assist District's [REDACTED] in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 7.4 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 7.5 Consultant shall inspect work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist, and other necessary construction closeout documents. **[Such work, whenever performed, shall constitute Basic Services.]**

8. Additional Services. All Services identified in the Agreement, including but not limited to the Agreement form, the other appendices, and in the foregoing sections of this Appendix A are ("Basic Services"). District may request Consultant to provide services in addition to Basic Services, referred to hereafter as ("Additional Services"). Additional Services must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

8.1 Compensation for Additional Services.

Consultant shall be compensated for Additional Services as set forth in Appendix B.

8.2 Services.

The following services shall be considered Additional Services:

- 8.2.1 Making revisions in reports, drawings, or other documents, if:
- 8.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services; and
 - 8.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.
- 8.2.2 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
- 8.2.3 Required out-of town travel beyond limits specified in Appendix B.
- 8.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 8.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, if and to the extent not required by other provisions of this Agreement.
- 8.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 8.2.7 Preparation of applications and supporting documents for governmental grants and permits. (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services.)
- 8.2.8 Services to verify independently the accuracy of geotechnical information, if and to the extent not required by other provisions of this Agreement.
- 8.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 8.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted **[architectural, engineering and other professional practice]**.
- 8.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, Punchlist and Close Out Services, whenever performed shall be Basic Services.)
- 8.2.12 Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Consultants' Plans and Specifications prepared. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.

END OF APPENDIX A

SAMPLE

APPENDIX B – PAYMENTS TO CONSULTANT
{FIXED FEE OPTIONAL FORM}

This is an appendix attached to, and made a part of, the Professional Services Agreement dated _____, 20____ (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”), and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

1. Basic Services. District will pay Consultant for Basic Services, a maximum compensation of \$_____ (“**Agreement Price**”). Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Agreement Price established in this Appendix.

2. Work Breakdown Structure. To assist District in determining progress payments, Consultant shall provide District with an itemization of its fee under this Agreement according to a Work Breakdown Structure (“**WBS**”) that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District. The WBS shall further define which tasks are to be performed by each sub-consultant. **[The WBS is attached to this Appendix as its Exhibit 1.]**

3. Payment Schedule. Progress payments for Basic Services for each phase of the work shall be made as follows:

- ☐ upon completion of work
- ☐ monthly based upon Consultant’s percentage completion of the Services as determined by District
- ☐ as set forth in the attached schedule

4. Additional Services. District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment (“**amendment**”) to this Agreement executed by District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment. Each such amendment shall provide for a fixed price; or, where payment for such Additional Services is to be on an hourly basis, at the hourly rates specified in the attached schedule, up to the maximum amount indicated in the amendment. Such hourly rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason. Each amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed. Amendments must be negotiated and signed by the Consultant and District prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

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

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

END OF APPENDIX B

SAMPLE

APPENDIX B - PAYMENTS TO CONSULTANT {HOURLY TO GMP OPTIONAL FORM}

This is an appendix attached to, and made a part of, the Professional Services Agreement dated [REDACTED], 20[REDACTED] (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”) and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

1 Amount of Compensation for Services of Consultant

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

- 1.1 Consultant shall be paid for its Services (and for services of its subconsultants) rendered based upon the hourly “Billing Rates” of each Consultant and subconsultant employee as described below, but except for Additional Services, in no event shall Consultant invoice or receive (including subconsultants) any payment exceeding the GMP.
- 1.2 The Billing Rates used as a basis for payment apply to all of Consultant’s and subconsultants’ principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.
- 1.3 If District and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the GMP.
- 1.4 Consultant may not invoice or receive payment for the GMP greater than Consultant’s percentage completion of the Services, as determined by District based on Services performed. In no event shall Consultant invoice or receive (including subconsultants) payment for fees exceeding the GMP.
- 1.5 The Billing Rates shall include all overhead rates to cover costs and other compensation of Consultant’s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Consultant whether at the site or in his principal or a branch office for general administration of the Services and not specifically included in the list of personnel, Consultant’s principal and branch offices other than Consultant’s office at the site. In addition, the hourly rates shall include any part of Consultant’s capital expenses, including necessary transportation, travel and subsistence expenses of Consultant’s employees, incurred in discharge of duties connected with the Services. The Billing Rates shall also include minor expenses connected with the Services such as copies, computers, software, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the Services.

2 Work Breakdown Structure

To assist District in determining progress payments, Consultant shall provide District with an itemization of its fee under this Agreement according to a Work Breakdown Structure (“**WBS**”) that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District. The WBS shall further define which tasks are to be performed by each sub-consultant.

[The WBS is attached to this Appendix as its Exhibit 1. In making its determination of Consultant's percentage completion of the Services, District may refer to Exhibit 1.]

3 Methods of Payment to Consultant

- 3.1 For Basic Services on the Project. Consultant shall submit monthly invoices with reasonable detail of the daily time incurred by personnel assigned to the Project, supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings. Subconsultants shall be billed at the amount billed to Consultant therefore times **[1.05]**.
- 3.2 For Additional Services. District shall pay Consultant for Additional Services, as defined below, as follows:
- 3.2.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District's option, at Consultant's Billing Rates.
- 3.2.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times **[1.05]** for general and administrative expenses.
- 3.2.3 For Additional Services on an hourly basis, Consultant agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of District.

4 Definitions

- 4.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement.
- 4.2 The "Billing Rates" are the hourly rates indicated on Exhibit 2 attached hereto.

END OF APPENDIX B

APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated [REDACTED], 20[REDACTED] (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”) and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

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

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant.

1.3 Workers’ Compensation Insurance

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

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$1,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured. Consultant shall maintain said insurance coverage for a period of five (5) years after the completion of the Services and shall, upon request of District, provide certificates of insurance evidencing Consultant has maintained said coverage.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of El Dorado Irrigation District as Additional Insured.

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

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

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

2.8 If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

END OF APPENDIX C

APPENDIX D – DELIVERABLES LIST

This is an appendix attached to, and made a part of, the Professional Services Agreement dated [REDACTED], 20[REDACTED] (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”) and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

Consultant shall provide the following deliverables:

[TO BE PROVIDED]

END OF APPENDIX D

SCHEDULE 1 – PERSONNEL

This is a schedule attached to, and made a part of, the Professional Services Agreement dated _____, 20____ (“**Agreement**”) between the EL DORADO IRRIGATION DISTRICT (“**District**”) and **CONSULTANT’S NAME ALL IN CAPS** (“**Consultant**”), for the provision of professional services (“**Services**”).

[TO BE PROVIDED]

END OF SCHEDULE 1