



**Request for Proposals (RFP)
#2026-101**

for
Development of the Alder Creek Reservoir and
Conservation Project Appraisal Study

Submittal Deadline:
Thursday April 23, 2026, not later than 5:00 PM (Pacific)

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I. INTRODUCTION

El Dorado County Water Agency (Agency) is a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96 (Act), whose mission is, “ensuring that El Dorado County has adequate and affordable water, through collaboration, to support economic prosperity, watershed health, and the rural-agricultural way of life for today and in the future.” The Agency is responsible for managing water resources throughout El Dorado County which are part of California’s headwaters. The majority of the county lies in the Upper American River Watershed, which drains directly into the Folsom Dam and Reservoir, a part of the Central Valley Project. Under its Water Security program, the Agency is performing an appraisal study, in partnership with the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), for the proposed Alder Creek Reservoir and Conservation Project.

The Agency hereby gives notice that it is now accepting proposals for the development of the Alder Creek Reservoir and Conservation Project Appraisal Study (Study), to be performed over the course of 18 months from July 1, 2026 – December 31, 2027.

It is the responsibility of the consultant to be familiar with all the specifications, terms and conditions of the RFP—including those contained in addenda, if any. By the submission of a proposal, the consultant certifies, that if awarded a contract, it will make no claim against the Agency based on ignorance of conditions or misunderstanding of the requirements.

The proposal, in whole or in part, are not to be marked confidential or proprietary, and will become the property of the Agency. The Agency may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFP may be subject to public disclosure. The Agency will not be liable in any way for disclosure of any such records. 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 Agency.

The Agency reserves the right to amend this RFP or the criteria for consultant selection in any manner, to cancel this RFP, or to reject any one or all proposals at its discretion, thus not awarding a contract to any firm.

II. PROPOSAL SUBMISSION

Proposals will be received by the Agency electronically via email, until 5:00 p.m. on April 23, 2026. The email submission shall include a .pdf attachment of the proposal. Submitter should label its email: “Proposal for Alder Appraisal Study RFP #2026-101.”

The proposal shall be emailed to: EDCWA@edcgov.us

III. AGENCY BACKGROUND INFORMATION

The Agency collaborates with water entities to develop local water supplies and resource management strategies to proactively address long-term water supply reliability, climate

resiliency, and regulatory requirements. Its role and responsibilities in countywide water resource development and management are designed to help fulfill the County of El Dorado's adopted General Plan. The Agency does not own any water facilities nor provide water supply directly to any water users.

The Agency's actions and direction are based on the 2024 Water Resources Development and Management Plan (WRDMP), a long-term policy document outlining resource management strategies to proactively address changing water resources needs, regulatory requirements, and climate variability. This document and additional information about the Agency are available at <https://edwateragency.org/>.

IV. APPRAISAL STUDY BACKGROUND INFORMATION

The Alder Creek Reservoir and Conservation Project is a proposed high-elevation, off-stream storage facility located in the headwaters of Alder Creek, a tributary to the South Fork American River, approximately 25 miles east of Placerville in El Dorado County, California. At about 5,500 feet elevation in the Eldorado National Forest and above a natural fish barrier, the site is ideally situated to capture low-turbidity snowmelt runoff. The project has a long history, first noted in a 1916 Reclamation report and later included in PG&E's 1922 FERC license for Project 184. In the 1970s, it was envisioned as a principal storage feature of the South Fork American River Project, but following financing challenges, smaller alternatives were explored. More recently, it has been identified in the Sacramento–San Joaquin River Basin Study and the American River Basin Study as an important climate adaptation measure for addressing projected long-term reductions in Sierra Nevada snowpack.

Over time, Alder Creek Reservoir has been analyzed in multiple sizes, allowing scalability to match funding, environmental considerations, and operational priorities. Table 1 and Figure 1 show the major components of the Project that were designed and evaluated. Note that the size of these components reflects the large-scale option for the project.

The large-scale option presently calls for a rockfill dam with a crest elevation of about 5,485.5 feet, a crest length of roughly 3,700 feet, and a maximum height of 352 feet above the streambed. It would store approximately 175,000 AF of water, about 168,000 AF active storage, fed by Alder Creek flows and diversions from the South Fork American River and potentially Silver Fork via a network of tunnels and pipelines. This configuration could also produce up to 470,000 megawatt-hours annually from three downstream hydroelectric powerhouses with a combined capacity of about 110 megawatts. Its deep, narrow profile would minimize evaporation, and the granite canyon setting would limit land disturbance.

The mid-range option provides about 60,000 AF of storage with seasonal pumped-storage capability and a 14 MW powerhouse generating up to 81,000 MWh per year. It would deliver greater flexibility for meeting local and regional water demands, offer expanded hydropower output, and support grid stability, while maintaining a more moderate footprint.

The smallest configuration envisions a 32,000 AF reservoir with a single 10 MW

powerhouse producing about 56,000 MWh annually, focusing on improving local supply reliability and producing renewable energy at a smaller scale, with fewer permitting and construction challenges but limited regional system benefits.

Across all sizes, Alder Creek Reservoir could deliver multiple benefits, enhancing regional and CVP water supply reliability, supporting Delta water quality, improving temperature management for anadromous fish in the Lower American River, providing upstream flood attenuation for Folsom Reservoir, creating new recreation opportunities in a high-elevation Sierra Nevada setting, and generating clean hydropower. The project can be developed as a phased, multi-benefit investment: initial construction could deliver a core dam and reservoir sized for near-term priorities, with later expansions, such as additional diversion systems, pumped-storage facilities, or extra powerhouse units, added as needs evolve and resources allow. This approach would enable early realization of benefits while preserving the option to achieve the full-scale vision that has been the focus of past large-option studies.

Table 1. Alder Creek Project Components for the Large-Scale Option

Project Component	Description Assuming Large-Scale Option	Potential Purpose
1. Alder Dam	175,000 AF reservoir, 352-ft high rockfill dam	Water Supply, Flood
2. Forni Diversion Dam	Structure on South Fork American River	Water Supply, Flood
3. Forni Tunnel	27,900 ft. long horseshoe-shaped rock tunnel	Water Supply, Flood
4. Silver Fork Siphon (connects Forni and Silver Fork Tunnels)	6,450 ft. reinforced concrete pipeline	Water Supply, Flood
5. Sherman Diversion Dam	Structure on Silver Fork (Sherman Canyon)	Water Supply (optional)
6. Silver Fork Pipeline	13,750 ft. reinforced concrete pipeline	Water Supply (optional)
7. Silver Fork Tunnel	18,000 ft. rock tunnel	Water Supply
8. Plum Creek Conduit	7,000 ft. tunnel, 7,300 ft. pipeline, 6,000 ft. penstock	Hydropower (optional)
9. Plum Creek Powerhouse	42.7 MW generating unit	Hydropower (optional)
10. Upper Park Creek Conduit	Pipeline No.1 (500 ft), Tunnel No.1 (18,350 ft)	Hydropower (optional)
11. Park Creek Powerhouse	6.9 MW generating unit	Hydropower (optional)
12. Lower Park Creek Conduit	Pipelines (~30,000 ft), Tunnels (~7,575 ft total)	Hydropower (optional)
13. Jenkinson Lake Diversion	Diversion infrastructure to Jenkinson Lake	Hydropower (optional)
14. El Dorado Forebay (Existing)	Modifications for joint Alder/EID operation	Hydropower (optional)
15. El Dorado Powerhouse No. 2	60.8 MW generating unit	Hydropower (optional)

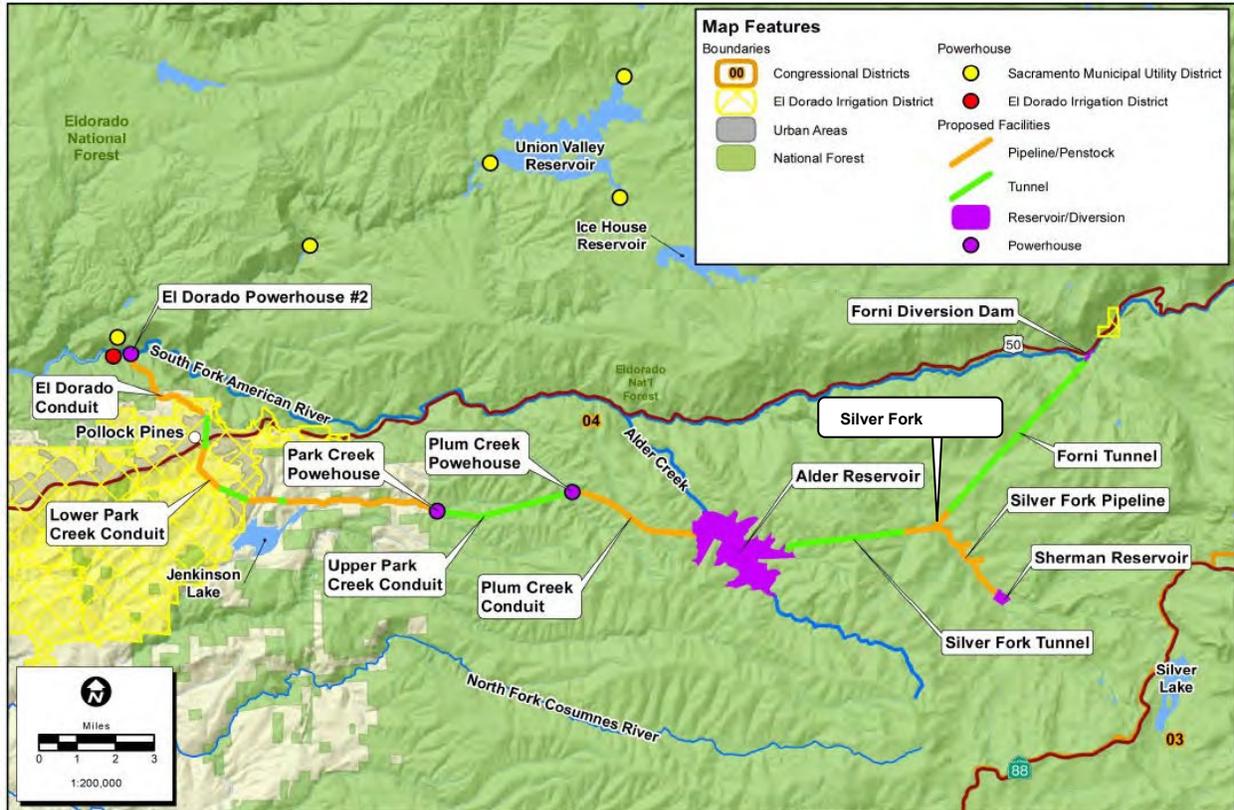


Figure 1. Location of Alder Creek Project Components for the Large-Scale Option

A. APPRAISAL STUDY PURPOSE AND APPROACH

The appraisal study purpose is to:

- Evaluate Reclamation’s interest in participation in the Alder Creek Water Storage and Conservation Project.
- Define the essential scope elements required for a subsequent feasibility-level investigation.

The appraisal study will be conducted in alignment with Reclamation Manual Directive and Standard for Water and Related Resources Appraisal and Special Studies (CMP 09-01), authorized under Public Law 108-361, Title II, Section 202 (October 2004). The study will, to the extent possible, leverage existing information and data from prior studies and investigations, including Reclamation’s American River Basin Study and pertinent local studies. Selective critical updates will be identified and implemented if necessary to determine if there are sufficient federal interests to proceed in the Federal Feasibility Study. This **appraisal study is intended to be a brief, preliminary investigation** consistent with CMP 05-02 and CMP 05-06.

The appraisal study will review the project benefits and potential opportunities to integrate the project with the existing CVP facility and operations and will assess how the project may support federal interests such as those listed above.

V. ANTICIPATED SCOPE OF WORK

The anticipated scope of work is found in Attachment “A” attached to this RFP. The successful qualification(s) will demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the anticipated scope of work, along with demonstrated commitments to cost-control and client service that meet the Agency’s needs.

VI. QUESTIONS/ADDENDA

Any questions regarding this RFP shall be submitted in writing via email to EDCWA@edcgov.us. To be considered, questions must be received by the Agency no later than 5:00 p.m. on March 26, 2026.

The Agency may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The Agency may also issue addenda to modify the RFP as deemed advisable by the Agency. All such addenda shall be part of this RFP and binding upon each proposer.

The Agency 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 Agency during the RFP process shall not be binding unless communicated by formal written addenda.

The most current supporting information and addenda for this RFP can be found on the Agency business webpage: <https://www.edwateragency.org/Newsroom>. Each proposer is solely responsible for obtaining all addenda posted on the Agency’s website.

After review of the proposals, the Agency may elect to not conduct formal interviews, but instead may contact proposers to clarify information in their proposals.

VII. INFORMATION TO BE SUBMITTED IN PROPOSAL

A. FORMAT

Each proposal shall be emailed to the contact person and by the date listed in Section II. The proposal must be provided in a **searchable and bookmarked PDF file format**. Text must be in at least 10-point font.

B. CONTENT

To assist the selection committee in making a determination, the Agency requires that all proposers adhere to the response format outlined below. Responses should be concise, well-organized, focused on the information requested, and adhere to the page limits for each section where identified.

Responses to this RFP shall include the following in this order:

- **Cover Letter** (not to exceed one (1) page)

The letter should summarize the key points contained in the proposal and be signed by the authorized signatory who can negotiate on behalf of, and contractually bind, the proposer during the selection process. The letter must include the authorized signatory's name, title, and contact information.

- **Table of Contents**

Include a table of contents listing the individual sections of the proposal and their corresponding page numbers. The PDF form should have a bookmark link for the start of each section.

- **Section 1 – Proposed Project Approach** (not to exceed fifteen (15) pages)

1. Approach: Describe your preliminary approach to each task in Attachment A. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.
2. Schedule: Provide your approach to complete the various tasks within 18-months from Notice of Completion.
3. Risk Management: Describe your approach to avoid delays and cost overruns, along with your approach to quality assurance and control for your firm's work product.

- **Section 2 – Qualifications** (not to exceed seven (7) pages, excluding resumes)

Provide the following information:

1. Team members and project team organization.
2. Consultant's capabilities and experience completing similar studies efficiently and cost-effectively.
3. Demonstration of successful cooperation with local, State, and Federal agencies and other stakeholders in completing similar studies.
4. Reference names, affiliations, emails, and contact information for three (3) professionals familiar with the Firm's qualifications for similar studies.
5. Project summaries for three (3) similar projects completed in the last five years. These may be different projects than those used for references.
6. Resumes of key personnel

- **Section 3 – Cost Proposal**

Provide a cost estimate on a fully burdened hourly labor rates by classification with a firm not-to-exceed amount. All proposals must include a complete and current table of hourly rates and charges in the proposal for all timekeepers (including any subconsultants) that are reasonably anticipated to perform work under the proposed contract. The hourly rates are to remain constant over the entire 18-month contract period. Refer to Section V for additional information on the cost proposal.

- **Section 4 – Contract and Insurance Requirements** (not to exceed two (2) pages)

All successful proposers will be required to execute a contract in the form shown in Attachment “B” attached hereto and to meet the insurance requirements of Paragraph 9 of Attachment “B”. Professional liability insurance is required. Please indicate your firm’s willingness and ability to comply with these requirements or set forth any requested exceptions. Identify all current and reasonably foreseeable actual or potential professional conflicts that could hinder the provision of the requested services, and propose means of managing any such conflicts.

C. NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS

Proposals will be held in confidence during the evaluation process until Agency staff issues a Notice of Intent to selected consultant. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act.

VIII. COST PROPOSAL

In the cost proposal, hourly rates shall be used. The hourly rates 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 his principal or a branch office for general administration of the work and not specifically included in the list of personnel, consultant’s principal and branch offices other than consultant’s office at the site. Hourly rates 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 the professional services. The hourly rate shall also include minor expenses connected with the professional 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 services. Note that no separate charges for these items will be allowed. Note also that no administrative charges or markups will be allowed.

Project-specific expenses outside of the normal expenses routinely incurred to perform the anticipated scope of work may be authorized by the Agency on a case-by-case basis at the time it requests proposals for an individual project depending upon the circumstances of the individual project. Any such additional costs will not, however, be paid unless expressly listed in the project’s scope of work executed by Consultant and Agency.

IX. SELECTION CRITERIA

A. GENERAL

The proposals received shall be subject to an evaluation by the Agency and its federal cost-share partner, Reclamation, whether provided by its own staff or subconsultants.

The evaluation will be made according to the following criteria:

Criteria Category	Description	Weight
1. Completeness of Response	<ul style="list-style-type: none"> • Responses to this RFP must be complete. Responses that do not include the content required by this RFP and any subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a “Fail” in the Evaluation Criteria and will receive no further consideration. 	Pass/Fail
2. Understanding of and Capability to Perform Scope in the RFP	<ul style="list-style-type: none"> • You demonstrated a thorough understanding of the purpose and scope of the Study. • You identified pertinent issues and potential problems related to the Study. • You demonstrate an understanding of the deliverables required for the Study. • You demonstrated a soundness of technical approach. • You demonstrated a high level of understanding of the Agency and region. 	50%
3. Relevant Work Experience and Expertise	<ul style="list-style-type: none"> • You demonstrated your familiarity with local, state and federal procedures and regulations applicable to the Study • You effectively demonstrate technical ability to perform activities consistent with the anticipated scope of work • You demonstrated experience with similar professional services for public agencies. 	15%
4. Project Team Quality and Capabilities	<ul style="list-style-type: none"> • The individuals assigned to the project have experience on similar projects. • The personnel designated to work on the projects have extensive applicable education and if applicable, certifications. • You demonstrated having personnel, time and other resources to deliver proposed services in a timely and effective manner. • You demonstrated ability to ensure data accuracy and defensibility through quality assurance and quality control procedures. 	15%
5. Financial Responsibility	<ul style="list-style-type: none"> • Your proposal includes the required statement certifying your financial management system meets the standards set forth in the RFP. • You demonstrated how your rates are financially responsible and competitive. • You demonstrated your ability to manage expenses and keep costs within budget. 	20%

Unless otherwise noted above, the criteria will be graded on a one to five-point scale as follows:

- **1 – Poor:** Below average, falls short of expectations; is substandard to the average or expected norm, has a low probability of success in achieving objectives per RFP.
- **2 – Fair:** Has a reasonable probability of success, however, some objectives may not be met.
- **3 – Average:** Acceptable, achieves all objectives in a reasonable fashion per RFP specification.
- **4 – Good:** Good probability of success, better than the average or expected as the norm. Achieves all objectives per RFP requirements and expectations
- **5 – Excellent:** Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specification.

B. FINAL SELECTION

Proposals will be rated based on the merit of the entire proposal. Each responsive proposal will be scored by the Agency and Reclamation using above scoring criteria. The highest scoring proposals will be considered for contract award. Agency staff presently anticipate making contract award recommendations to the Agency's Board of Directors at its regularly scheduled meeting of June 10, 2026. Proposers will be notified at least seven (7) calendar days prior to the Board meeting.

In the event the Agency receives less than three proposals or staff finds that less than three proposals received rate high enough to be considered for award of a contract, the Agency may, in its discretion, reject all proposals received.

The Agency reserves the right to reject any or all proposals and to re-issue this RFP. The Agency may waive any minor informalities or irregularities in any proposal that are immaterial and inconsequential in nature. The Agency 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 Agency. 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 Agency.

C. PROTESTS

Any protests are subject to the Agency's protest procedures. A copy of the protest procedures can be obtained by contacting the Agency.

D. COMPLIANCE WITH FEDERAL REGULATIONS

The contract resulting from this proposal is subject to the terms and conditions of an MOU between Reclamation and Agency. The successful proposer will be required to comply with, in addition to other provisions of this RFP, the conditions required by all applicable Federal regulations, including the following:

1. Equal Employment Opportunity - Successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
2. Title VI Assurances - Successful Proposer will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d) and the Regulations of DOT issued thereunder (49 C.F.R. part 21).

E. ATTACHMENTS

“A” – Anticipated Scope of Work

“B” – Standard Professional Services Agreement

ATTACHMENT A: Anticipated Scope of Work

The services to be performed shall include the following tasks for the Study and shall fulfill the requirements of Reclamation's Manual Directives and Standards CMP 09-01 *Water and Related Resources Appraisal and Special Studies*.

Multiple past studies have been performed related to this project including geological and engineering studies, with civil design criteria, materials and volumes, and past cost estimates. This Study will primarily rely on existing data and information. Past studies will be provided by the Agency to the consultant and any source data in the Study must be cited. The Study will also use other publicly available data to the extent possible such as state-published data.

Task 1. Project Management & Reclamation Agreement Management

Project Management activities will consist of managing project controls such as scheduling, budgeting, progress reporting, and invoicing. This task will also ensure that all project activities are in compliance with the Reclamation funding agreement. This includes preparation of reimbursement reports and requests, and Study deliverables.

Task 2. PMT Coordination and Outreach

This task includes Project Management Team (PMT) coordination and outreach. The PMT will consist of the Agency and Reclamation staff assigned to this study. To streamline the review process, Reclamation technical input is proposed to be provided via a series of 6 PMT meetings at key study milestones to be performed as in-person meetings with a hybrid option. This task includes limited outreach to key stakeholders and other interested parties identified by the PMT to receive early, select feedback on the Study. This task includes coordination and facilitation of meetings, and preparation of meeting agendas, materials, and minutes.

Task 3. Problems & Needs, Goals, Objectives, Principles & Constraints

This task will prepare a description of the water-related resources problem or deficiency, including the potential impacts resulting from not addressing or resolving the problem. The description will address the significance of the problem and its impact on all relevant water resources. Define study purpose, goals, guiding principles, and study constraints, in coordination with Reclamation and key stakeholders. Refine problem and needs, goals, objectives, and constraints based on input from PMT #1. Priorities that relate to the authorized CVP purposes in the Folsom Unit include the following:

- Flood Control: Protect communities via reservoir
- Municipal & Industrial Water Supply: Deliver water to urban centers
- Agricultural Irrigation: Contribute to regional farming needs
- Hydroelectric Power Generation: Generate clean energy
- Recreation Management: Provide park- and water-based recreation
- Fish, Wildlife & Water Quality: Support ecological health and water standards

Task 4. Identify and Screen Initial Options

Identify a range of initial options for the identified problems and perform a high-level,

qualitative screening of those potential options. Options may consist of developing new water sources or managing existing ones differently, existing system upgrades, conservation measures, or combinations of the above.

Task 5. Preliminary Alternative Formulation

Formulate a range of preliminary alternatives for further evaluation, including a no action alternative, no infrastructure alternative, and up to three other alternatives. Refine the initial set of alternatives based on input from PMT #2.

Task 6. Benefits Evaluation

Conduct a combination of preliminary hydrological and operational analyses and qualitative analyses to estimate the project's potential contributions to enhanced water supply reliability, improved environmental flows and temperature management (such as potential cold water pool benefits), increased flood management capacity, new recreation opportunities, resilience to extreme weather events, and other identified benefits consistent with the authorized CVP purposes in the Folsom Unit. Alternatives will be analyzed to ensure that they can potentially fully or incrementally resolve the water resources problem. Alternatives will be presented and analyzed in a comparable level of detail, and will be formulated to address acceptability, efficiency, effectiveness, and completeness as described in the *Principles, Requirements and Guidelines for Water and Land Related Resources Implementation Studies*. No site-specific data collection is anticipated and will instead rely on past studies. Evaluation will be reviewed and refined based on input from PMT #3. Please refer to "Additional Relevant Information" below for important considerations on modeling.

Task 7. Appraisal Cost Estimates

Develop appraisal-level cost estimates (e.g., Level 5), using available, existing geotechnical analyses and associated cost information on materials and quantities from past studies. All cost estimates for structural alternatives will be prepared at the appraisal-level in accordance with RM Policy, Cost Estimating (FAC P09), and D&Ss Cost Estimating (FAC 09-01), Construction Cost Estimates and Project Cost Estimates (FAC 09-02), and Representation and Referencing of Cost Estimates in Bureau of Reclamation Documents Used for Planning, Design and Construction (FAC 09-03). Appraisal cost estimates are used in an appraisal study as an aid in comparing relative costs of alternatives, and for determining whether more detailed investigations of potential project alternatives are economically justified.

Task 8. Benefit–Cost Analysis

Develop appraisal level estimates of economic benefits and conduct relative benefit–cost analysis to inform Reclamation's determination of Federal interest and to prioritize potential alternatives for further analysis. Review and refine cost and economic evaluations based on input from PMT #4.

Task 9. Environmental Screening

Perform an initial desktop screening related to environmental resources. Use screening

results to define the scope of detailed environmental studies required for NEPA/CEQA compliance and feasibility study scoping. Review and refine environmental screening based on input from PMT #5.

Task 10. Institutional Considerations

Conduct preliminary targeted coordination with select relevant federal, state, and local agencies, as well as other stakeholders, to identify and document key institutional considerations that are necessary for successful project implementation and must be addressed in the feasibility study (e.g., water rights, right of way, public support/obstacles, financing, facility ownership, operation and maintenance responsibilities, federal-led or local/state-led project, potential distribution of project benefits). Review and refine institutional consideration based on input from PMT #5.

Task 11. Draft and Final Appraisal Study Report

This task will include preparation of a draft, revised draft, and final report. The report will summarize results, document findings, identify risk and uncertainty, and document recommendations. The Study will identify if there is a Reclamation interest and a viable alternative, and recommend whether the appraisal study should progress to a feasibility study. Under this task, the consultant will also facilitate Agency, Reclamation regional and Reclamation Policy reviews. The final report will incorporate all review comments.

Task 12. Feasibility Plan of Study

If a feasibility study is recommended, the appraisal report will include a draft Plan of Study (POS) for a potential feasibility study, as defined in RM D&S, Water and Related Resources Feasibility Studies (CMP 09-02). The draft POS will include specific study tasks and how each task will be carried out, including who is responsible, the approach, and schedule. POS will be confirmed based on input from PMT #6.

Additional Relevant Information

Operational modeling of the Alder Creek Reservoir and Upper American River Basin (upstream of Folsom) will be conducted using the American River Integrated Operations (ARIOps) model, a daily time-step system model developed and maintained by Western Hydrologics. ARIOps simulates integrated hydropower and water supply operations in the Upper American River Basin, including compliance with FERC license conditions, minimum instream flow requirements, and operational constraints for major operators such as SMUD (Upper American River Project), PCWA's Middle Fork Project, EID Project 184, and other upstream hydropower facilities.

Because ARIOps is a proprietary model, Western Hydrologics will perform the modeling under a direct contract with EDWA, separate from this RFP. The budget allocated for this modeling effort is \$100,000. The selected Firm will work directly with Western Hydrologics to coordinate modeling assumptions, review results, and integrate outputs into the Study. Western Hydrologics will provide input such as inflow to Folsom Lake for the selected Firm to integrate into any models to simulate conditions from Folsom Lake to downstream.

The initial modeling approach for evaluation of Alder Creek Reservoir operations presently envisions four operational scenarios, which will be confirmed after discussions with the selected Firm, Reclamation, and Agency:

- Scenario 1: No Project Conditions – Represents future West Slope demand conditions, while maintaining existing infrastructure and operational rules without Alder Creek Reservoir facilities.
- Scenario 2: Water Supply / Flood Control Operations – Evaluates reservoir refill opportunities and constraints under different filling rules, including filling only when Folsom Reservoir is spilling and a relaxed refill strategy during high winter–spring runoff periods.
- Scenario 3: Drought Carryover Operations – Evaluates alternative reservoir release patterns to determine how Alder Reservoir storage could support downstream operations in Folsom (drought resilience, cold-water pool management, CVP water supplies, etc.).
- Scenario 4: Hydropower Generation Operations – Evaluates integration of potential hydropower generation with Alder operations.

It is currently assumed that operations would be similar between the no project and no infrastructure alternatives and hence an additional ARIOps scenario would not be run. As mentioned, at the outset of the study, the selected Firm will work with Western Hydrologics, Reclamation, and Agency to review and finalize this initial modeling approach and associated assumptions. As such, Firms may elect to identify scenarios in their proposals different than as presented above based on the Firm’s understanding and interpretation of the scope of work and Study objectives.

ATTACHMENT B: Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
EL DORADO COUNTY WATER AGENCY AND
CONSULTANT

THIS AGREEMENT is made and entered into by the El Dorado County Water Agency, (“Agency”), a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96, and **NAME OF CONSULTANT (also DBA NAME, a(n) DESIGNATE BUSINESS ENTITY TYPE [e.g., a California corporation, partnership, LLP, or an individual/sole proprietor]**, (“Consultant”), (the “Agreement”) with reference to the following facts:

A. Agency has determined that it is necessary to the accomplishment of its law mandated duties to obtain a consultant to provide the professional services described in, and on the terms agreed by, this Agreement.

B. Consultant represents that: (i) Consultant is a business entity that is, and at all times during the performance of Services under this Agreement shall remain, qualified to and is transacting business in California; (ii) Consultant’s principal business is that for which Consultant is engaged under this Agreement; and (iii) Consultant is specially trained, experienced, expert and competent to perform the professional services required by this Agreement. Agency has determined to and does rely on each and all such representations.

C. It is Agency’s requirement and Consultant agrees that all Consultant’s activities, operations and professional services (collectively, “Services”) that are described and approved in all Agency issued Task Orders that are performed for Agency under this Agreement shall comply and be in conformity with all applicable federal, state and local laws, rules and regulations, this Agreement and Task Orders.

D. Agency has determined that the provision of Services by Consultant pursuant to this Agreement is in the public’s best interest, is more economically and feasibly performed by outside independent consultants, and is authorized by Government Code Section 31000.

NOW, THEREFORE, in consideration of the factual recitals and representations, above, Agency and Consultant mutually agree as follows:

1. **Scope of Services.** The Services to be provided by Consultant pursuant to this Agreement are **GENERAL DESCRIPTION OF SERVICES** all as more specifically described in the approved Task Orders attached to and collectively made a part of this Agreement as Exhibit “A”. Consultant shall only

perform Services described in the attached Task Orders, and such other Task Order as Agency may issue from time to time, which, shall automatically be made a part of and be subject to all the terms and conditions of this Agreement. Task Orders shall be numbered consecutively and, while each of them is independent of each other, all such Task Orders are subject to the terms of this Agreement. Task Orders may be issued or amended, but only as provided in Section 12.b. of this Agreement.

2. Term. The term of Consultant's engagement to provide Services for this Agreement shall begin on December 14, 2023 its Effective Date, and extend through until all Task Orders are complete or as provided in Section 6 of this Agreement.

3. Compensation and Billings for Services. Agency agrees to pay Consultant, and Consultant agrees to accept, the Consultant's Compensation as compensation in full for all Services performed by Consultant under this Agreement and all its authorized Task Orders, as follows:

a. Task Orders. Consultant's Exhibit "A" Task Orders represents Consultant's best estimate of the costs and expenses necessary and required for Consultant to timely and completely perform all of the Services described on the Exhibit "A" Task Orders. While the indicated costs for each task and the related subtasks, and deliverables are the result and product of Consultant's best estimate, the inclusion of such costs on the attached Task Orders is a Contracted Amount which shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval. Consultant shall not bill Agency, nor shall Agency be responsible for amounts in excess of the approved Contracted Amount. Funding for all Services and work necessary, required or convenient to completely perform the Services shall be set as described in Section 5 of this Agreement.

b. Task Orders, Tasks and Subtasks. Each Task Order is a distinct unit of the Services, which includes a description of work to be performed, the deliverables or milestones, Contracted Amount, and time of performance, which may not exceed the term of this Agreement. Funding may not be moved between Task Orders. Tasks or deliverables of each Task Order shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval.

In the event that actual costs to perform tasks, subtasks, or deliverables identified in a Task Order becomes or is greater or less than projected by Consultant, at Consultant's earliest opportunity and knowledge of such cost difference, Consultant shall provide Agency with an updated budget as it relates solely to such difference for Agency's prior written approval and authorization to either increase or decrease the Contracted Amount to ensure that the Services are completed within the Contracted Amount as it may be so adjusted by Agency. Requests by Consultant to reallocate compensation identified in the Task Orders between or among subtasks of the tasks require a showing to Agency's satisfaction and prior written approval that such reallocation is reasonably necessary to timely and completely perform all of the Services of the Task Order. Failure or refusal by Agency to approve any such request shall not be or be deemed to be a default or action in bad faith by Agency of this Agreement.

c. Agreed Hourly Rates. The Agreed Hourly Rates for authorized Consultant employees and sub-consultants are attached and made part of this Agreement as Exhibit "B". Consultant shall be compensated for work at the agreed hourly rates, billed in increments of one-tenths (1/10) hour segments. If Consultant desires to add employees or sub-consultants, Consultant shall submit resumes and proposed rates of additional personnel for Agency approval

prior to adding the personnel. Overtime rates shall be disallowed. Consultant has considered its administrative overhead (e.g., but not limited to, internal telephone, faxes, postage, copies, travel time to and from Agency, support staff and computer assistance) in the Agreed Hourly Rates and such costs shall be borne by the Consultant without reimbursement or additional compensation from Agency. The Exhibit B hourly rates are subject to reasonable adjustments and General Manager approval on July 1 of even numbered years; provided, however, all such compensation for Consultant's Services shall not exceed the stated Contracted Amount provided in the Task Orders.

d. Billing. Consultant shall bill in arrears using the Agreed Hourly Rates, not more frequently than monthly, but not less frequently than bi-monthly, by submitting an itemized statement that provides a breakdown of Services provided under each Task Order, copies of all backup data and information, including invoices of approved sub-consultants. Each statement shall be accompanied by a budget summary by Task Order listing the Tasks, related budget amount, prior billing amounts, current invoice amount, budget balance, percentage of budget expended, and percentage of work complete; as well as a list of milestones by Task Order, the original deadline, revised deadline, and date completed. Statements shall be submitted to the address provided in Section 13. h. in accordance with Agency's Invoicing Requirements and Expense Documentation Procedure, a copy of which is attached to and made a part of this Agreement as Exhibit "C" or such other Procedure as Agency may later adopt, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "C" effective as of the date of Agency's adoption.

e. Reimbursement of Expenses. Sub-consultant and direct costs for the deliverables as described in the attached Task Orders are reimbursable. No mark-up, multiplier or other adjustment of sub-consultant invoices or deliverables shall be made or paid. Travel expenses shall be reimbursed in accordance with the policies and rates set forth in the El Dorado County Water Agency's Consultant Travel Policy attached as Exhibit "D", or such other travel policy as Agency later adopts, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "D" effective as of the date of Agency's adoption. Consultant shall not charge Agency for preparation or review of invoices or supporting documents, for the implementation of internal procedures associated with invoices, for consultant's time in traveling to or from Agency's offices, or for Consultant's time in participating in the meet and confer obligations required by Section 3.f.. Consultant: is responsible to ensure that sub-consultants are billing in accordance with sub-consultants' contract rates; represents all sub-consultant documentation complies with all requirements of sub-consultants' contracts and this Agreement; and to resolve any issues with the sub-consultants.

f. Payment of Invoices. Agency will endeavor to pay approved invoices within thirty (30) days following Agency's receipt and approval of invoices, however, Agency shall not be in default of this Agreement if such payment is made within forty-five (45) days of such receipt and approval. If Agency disapproves of all or any portion of an invoice, it shall so notify Consultant within thirty (30) days of receiving the statement. Agency and Consultant shall meet and confer and shall exert their best efforts to resolve any objections by Agency to an invoice within the ensuing thirty (30) days. Consultant shall not suspend or discontinue performance of Services during any period of invoice resolution and nonpayment.

4. Independent Consultant Liability. Consultant is independent and solely responsible, and assumes full liability, for all acts of persons and entities, including its officers, employees and associates, and those of all sub-consultants engaged by Consultant in the performance of Services pursuant to this Agreement. Consultant shall be responsible for performing the Services under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable

for its own negligence and the negligent acts of its officers, employees and others engaged by Consultant, including but without limiting the generality of the foregoing, sub-consultants in the performance of Services and all activities and conduct reasonably necessary or required to perform Services under this Agreement. Agency shall have no right of control over the manner or means in which the Services are to be performed, and, therefore, shall not have or be charged with liability or responsibility of preventing risks to Consultant, its officers, employees, sub-contractors, sub-consultants and all others performing any of the Services under this Agreement, from all of which Consultant shall indemnify Agency as provided in Section 8 of this Agreement.

5. Fiscal Considerations. The parties to this Agreement recognize and acknowledge that Agency is a governmental entity within the State of California. As such, Agency is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Agency's business, Agency will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget may not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Agency shall give notice of termination of this Agreement or affected Task Order in the event of adoption of a proposed budget that does not provide funds for the professional services required by this Agreement or Task Orders. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement or Task Orders. Upon the effective date of such notice, this Agreement or Task Order shall be automatically terminated and Agency released from any further liability hereunder. Terms of Section 6.d. shall also apply.

In addition to the above, should Agency's Board of Directors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were contracted to be performed pursuant to this Agreement, then, in the sole discretion of the Agency, this Agreement or affected Task Orders may be deemed to be terminated in its entirety or reduced in scope or cost or both, subject to payment for services performed prior to termination or reduction.

6. Suspension, Default and Termination of Services.

a. Agency may direct Consultant by written notice to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Agency may determine in its sole discretion. Agency may give any such notice without cause. Such notices will be served and be effective as is provided in this Agreement for notices. Consultant shall suspend the performance of Services under this Agreement on the date and to the extent specified in the notice. The actual period of time Services are suspended by Agency shall be treated by the Agency as an excusable delay for the performance of Services by Consultant, but only for the duration of such suspension.

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

c. Agency may terminate performance of Services under this Agreement in whole, or from time to time in part, for convenience, whenever Agency determines that such termination is in Agency's best interest. In the event Agency 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.

d. Following any termination or suspension under Sections 5, 6 or 9.g. Consultant shall: (i) stop Services under this Agreement or affected Task Order on the date and to the extent specified in the notice of termination; (ii) terminate and settle all outstanding liabilities, claims and subcontracts, including those arising out of such termination of sub-consultants; (iii) complete performance of any part of the Services which were not terminated; and (iv) take such action as may be necessary, or as Agency may direct, for the protection and preservation of any Work Product or documents acquired from the Agency as related to this Agreement, regardless of state of completion, which is in Consultant's possession and in which Agency has or may acquire an interest.

7. Confidentiality and Ownership of Work Product. Any interest of Consultant or its sub-consultants in studies, reports, memoranda, graphs, charts, maps, figures, or any other documents (including all electronic and media representations of any of them) prepared by Consultant or its sub-consultants at any time in connection with the Services, shall be, immediately upon its creation, the property ("Work Product") of Agency. Promptly upon request of Agency any and all of such Work Product shall be delivered to Agency without further, additional or any other cost of creation, delivery, or transmission.

Consultant shall maintain the confidentiality and privileged nature of all Work Product, or other data and information relative to its Services. Consultant, and all Consultant's staff, employees, and representatives, including any sub-consultants authorized herein, shall not use or disclose, directly or indirectly at any time, any such confidential information, other than to Agency for the purpose of, and in the performance of, this Agreement. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Paragraph.

8. Indemnity. Consultant shall indemnify and defend (with legal counsel reasonably acceptable to Agency), and hold Agency and its officers, directors, agents, officials, representatives, employees, consultants performing essential Agency services and authorized volunteers, and each and all of them (collectively "Agency Parties") harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description (including, without limitation, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses and costs of investigation, and all appellate representation of Agency), brought for, or on account of, injuries to or death of any person, including but not limited to Agency Parties, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with errors, omissions, or acts in the Consultant's or sub-consultants' performance of Services, operations, performance or imputed performance of or under this Agreement regardless of the existence or degree of fault or negligence on the part of the Agency, except for the sole, or active negligence of Agency, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save Agency harmless includes the duties to defend set forth in California Civil Code Section 2778.

9. Insurance. As a condition to the effectiveness, and Agency's obligations of performance, of this Agreement, Consultant shall continuously maintain insurance that is owned by and names Consultant (and all businesses under which Consultant transacts business), as the named and

primary covered insured in a form acceptable to Agency to be in full force and effect from the first day of the term of and throughout this Agreement, and shall provide proof of such policies of insurance satisfactory to El Dorado County Risk Management, or such other representative that Agency designates, ("Risk Management") and documentation evidencing that Consultant maintains insurance that meets these requirements:

a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.

c. Professional Liability Insurance. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, provide Professional Liability Insurance (for example, malpractice insurance) coverage for the performance of such services on an occurrence basis with a limit of liability of not less than \$1,000,000.00 per occurrence, and Consultant shall maintain such insurance for a period of four (4) years after completion of the Services.

d. Consultant shall furnish certificate(s) of insurance satisfactory to Risk Management as evidence that the insurance required above is being maintained.

e. All insurance will be issued by insurance companies acceptable to Risk Management.

f. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event Consultant or Agency is notified that any insurance coverage is or will: (i) be reduced by the payment, including reservation for payment, of claims and expenses; or (ii) expire, at any time or times during the term of this Agreement, Consultant agrees to provide, at least thirty (30) days prior to any such event or events, a certificate of insurance evidencing either increased limits, or new insurance, that provide the full coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year, whichever is longer. New and increased limits of coverage certificates of insurance are subject to the approval of Risk Management, and Consultant agrees that no work or Services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times, or provide increased limits, or new, insurance coverage as herein provided, Agency may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event without any curative period as provided in Section 6.b. of this Agreement.

g. Certificates of insurance must include the following provisions stating that:

i) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Agency;

ii) Agency, its officers, directors, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this

Agreement are concerned. This provision shall apply to the Commercial General Liability Insurance policy; and

iii) The insurer waives all rights of subrogation against Agency, its officers, directors, officials, employees and volunteers.

h. The Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, its officers, directors, officials, employees or volunteers shall be excess of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

i. All deductibles must be declared to and be approved by Risk Management. At the option of Risk Management, the insurer shall either reduce such deductibles to amounts acceptable to or as are specified by Risk Management, or eliminate such deductibles.

j. Any failure to comply with the reporting provisions of the policies shall constitute a default of this Agreement with Agency.

k. The insurance companies shall have no recourse against Agency, its officers, directors, officials, employees and volunteers or any of them, for payment of any premiums, deductibles or assessments under any policy issued by any insurance company.

l. Consultant's obligations are and shall: (i) not be limited by the foregoing insurance amounts or requirements; and (ii) shall survive expiration, termination or performance of this Agreement.

m. All agreements between Consultant and sub-consultants which arise out of or are in furtherance of this Agreement shall be in writing and shall include all of the foregoing insurance requirements, proof of compliance with which Consultant shall furnish to Agency before the commencement of work or Services by any sub-consultant.

n. Certificates of insurance shall meet such additional standards as may be determined by Agency, either independently or in consultation with Risk Management, or others, deemed essential by Agency for its protection.

10. Interest of Public Official. No official or employee of Agency who exercises any functions or responsibilities in review or approval of Services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interests or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Agency have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Consultant. As a condition to this Agreement Consultant understands that it is deemed to be and Consultant represents that it is, familiar with Sections 1090, et seq. and Section 87100, et seq. of the California Government Code and that it does not know of any facts that do or would constitute a violation of either of those Code sections. Consultant covenants and represents that Consultant and sub-consultants do not now have and during the existence of this Agreement shall not acquire any personal or financial interest in: i) any other contract connected with or directly affected by the Services to be performed under this Agreement; or ii) any other entities connected with or directly affected by the Services to be performed under this Agreement.

Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant shall promptly notify Agency in writing, as required by Section 12.i., of all potential conflicts of interest or any prospective business association, interest, or other circumstance, which may influence or appear to influence Consultant's or sub-consultants' judgment or quality of Services being provided or required by the terms of this Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that Consultant or sub-consultants may undertake, and request Agency's opinion as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by Consultant or sub-consultants.

Furthermore, Consultant is aware of the provisions of Government Code section 84308, commonly referred to as the Levine Act, and is aware of its requirements related to campaign donations to public agency officials. Consultant will complete the attached Exhibit E related to campaign donations and will promptly notify the Agency if any reportable donations are made pursuant to the Levine Act.

Agency agrees to notify Consultant of its opinion by mail within thirty (30) days of receipt of notification from Consultant. If, in the opinion of Agency, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant or sub-consultants, Agency shall so state in the notification and Consultant shall, at its option, enter into such association, interest or circumstance, and, so long as the facts upon which such determination is made remain unchanged, it shall be deemed not in conflict under the terms of this Agreement. If Agency is of the opinion such prospective activity could constitute a conflict of interest in, or materially impair, in the sole judgment or perception of Agency, the performance by Consultant of this Agreement, Agency shall so notify Consultant who agrees not to enter, and to restrict such sub-consultant from entering, into such association, interest or circumstance.

12. General Provisions.

a. Changes to this Agreement and Task Orders. This Agreement may only be amended by mutual consent of Agency and Consultant. Such amendment shall become effective only when in writing by Agreement Amendment or Task Order and fully executed by duly authorized officers of Agency and Consultant.

b. Action by Agency. Whenever in this Agreement any action of the Agency is needed, required or specified, including but not limited to approvals and signatures, such action shall only be made by or in a prior writing approved and signed by the Agency's General Manager in accordance with the Agency's Board adopted Policies.

c. Maintenance of Records. Consultant and all sub-consultants shall maintain complete and accurate records and accounts of all Services performed, including experts and all Work Product, pursuant to this Agreement for four (4) years after the expiration or termination of this Agreement. As a covenant that shall survive the expiration or sooner termination of this Agreement, Consultant shall make all such records available for inspection and copying by authorized representatives of Agency at any reasonable time upon request. Consultant shall also require sub-consultants to maintain and make available for inspection and copying all such records upon Agency's request.

d. Assignment and Delegation. Consultant is engaged by Agency for its unique qualifications and skills, and may not assign this Agreement or delegate the performance of

Services, in whole or in part, without prior Agency approval.

e. Independent Contractor. Consultant shall be an independent contractor and shall not be deemed to be an employee of the Agency for any purpose.

f. Responsible Principal. Consultant shall have a Responsible Principal who shall be responsible for Consultant's performance of all of its obligations and Services under this Agreement. The name of the Responsible Principal is Jeff Meyer. The Responsible Principal shall serve as principal liaison between the Agency and the Consultant. Consultant may not designate another Responsible Principal without Agency's prior written consent.

g. California Residency (Form 590). All independent Consultants providing services to the Agency must, if applicable, file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. If applicable, Consultant will be required to submit a Form 590 prior to execution of this Agreement, or Agency shall withhold a percentage of each payment, as required by California law, made to the Consultant during term of the Agreement.

h. Taxpayer Identification. All independent contractors or corporations providing services to the Agency must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

i. Notices. All notices to be given by the parties shall be in writing and served by deposit of the notice in the United States Post Office, first class postage prepaid, return receipt requested. Failure to sign the return receipt will not impair or invalidate the notice. All notices however sent shall be effective as of the date of the sender's postage receipt, or immediately upon receipt if delivered personally or by overnight or other courier delivery services. Notices to Agency shall be addressed as follows:

El Dorado County Water Agency
1107 Investment Blvd, Suite 240
El Dorado Hills, CA 95762
ATTN: Rebecca Guo, P.E.,
General Manager

or to such other address or location as the Agency directs.

Notices to Consultant shall be addressed as follows:

Consultant Name
Address 1
Address 2
Attn: Name

or to such other address or location as Consultant directs.

j. Conflict of Agreement and Task Orders. Where a conflict arises between a Task Order and this Agreement, the terms of this Agreement shall prevail.

k. Interpretation; Partial Invalidity. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party. Paragraph headings are for convenience only and shall not be relied upon in construing this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to

be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

l. **Venue; Fees and Cost.** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, (and, if subsequently agreed, mediation, or arbitration), shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394. In any action to interpret or enforce the terms of this Agreement or to adjudicate any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement no party shall be entitled to recover attorneys' fees or costs in addition to any other relief to which such party may be entitled.

m. **No Incidental, etc. Damages.** Notwithstanding any other provision of this Agreement, in no event shall Agency 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 or to be performed in connection with this Agreement or action taken by Agency pursuant to Section 6 of this Agreement.

n. **No Third Party Beneficiaries.** Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

o. **Authorized Signatures.** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind each party to the covenants, duties, obligations and responsibilities of this Agreement.

p. **Assignment.** This Agreement is for professional services and may not be assigned in whole or in part.

q. **Time is of the Essence.** Agency and Consultant each agree that time is expressly made of the essence in the performance of each and every covenant and occurrence of each and every condition of this Agreement. Any express or implied waiver of this provision, including by conduct, estoppel or otherwise, may be terminated and time made of the essence again upon ten (10) days prior written notice.

r. **Entire Agreement.** This Agreement and the attached exhibits are the entire agreement between the Agency and Consultant, and they supersede all prior written or oral negotiations, agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below as of its Effective Date.

-- EL DORADO COUNTY WATER AGENCY --

Dated: _____

By _____
Agency representative name
Title

-- CONSULTANT --

Dated: _____

--NAME OF CONSULTANT--
A(N) CALIFORNIA CORPORATION/INDIVIDUAL/PARTNERSHIP

By _____
Authorized Name
Title

Please provide a rate sheet

Exhibit B

Exhibit C – Invoicing Requirements and Expense Documentation Procedure

Invoices to the Agency, must include the following:

Task Order Summary

Each invoice should include a cover letter summarizing the invoicing period's activities, specifically:

- General Information
 - Vendor name
 - Payment mailing address
 - Contact person, phone number, and email
 - Project name (include Agency or EDWA)
 - Agency provided purchase order or task order number

- Budget Status Information
 - Invoice period
 - Not-to-exceed budget
 - Amount invoiced this period
 - Amount remaining
 - Percent of task order expended

- Summary of activities – Provide a bulleted list of activities performed this invoice period by task/subtask.
 - List any deliverables provided to client
 - List any meetings along with date, purpose, and attendees
 - Summarize any other progress made to date to justify time spent this period

Hourly Billing Rate Information

- For each task/subtask, include:
 - Employee name
 - Labor category
 - Number of hours worked
 - Hourly rate
 - Total amount expended for the task
- Overtime rates are not allowed.
- If employees are added to the project, copies of the resume(s) must be submitted to the Agency for prior approval.

Reimbursable Expenses

See Attachment B of this RFQ for information on expenses that are reimbursable.

Where allowed by Agency contract or approved under Consultant Travel Policy:

- Mileage: Include date, destination, purpose, and miles
- Travel: Copies of receipts with travel dates, amounts, purpose, and employee name(s)
- Miscellaneous costs: Copies of receipts with dates, project name, and purpose
- Excluded:

- Costs and time for preparation or review of invoices or supporting documents.
- Mark-ups on any expenses
- Consultant must inform Agency before any reimbursable expenses are incurred for prior approval.

Sub-consultants (if applicable)

- Consultant is responsible for
 - Verifying all sub-consultant documentation complies with all requirements listed above and
 - Providing copies of the invoices and back-up documentation with the Consultant's billing.
- Add-ons, mark-ups and other billing adjustments are not allowed

Note: All labor costs and reimbursable expenses must be in compliance with the contracted not-to-exceed amounts and cost of services rates. If amounts submitted are exceeded, the invoice will be adjusted to not exceed the contracted amount and paid at approved rates.



**EL DORADO COUNTY WATER AGENCY
BOARD OF DIRECTORS'**

Subject:	Policy No. B-1009	Page 1 of 4
Consultant Travel and Other Reimbursements Policy	Date Adopted: January 9, 2008	Revised Date: November 8, 2017 and January 9, 2019 November 12, 2020

1.00 PURPOSE

To accomplish the Water Agency's ("Agency") law mandated duties, it is sometimes necessary and in the public's best interest to obtain assistance from consultants as authorized by California Government Code Section 31000. This Policy applies to all consultants contracted by the Agency including where travel is or may be required in the course performance of their contract for the Agency and provides guidelines for all consultant travel and expense reimbursements to ensure that public funds are used in a reasonable and prudent manner.

2.00 CONSULTANT COMPLIANCE WITH POLICY

In the performance of contracted work for Agency, Consultants shall adhere to the guidelines in this Policy.

3.00 CONSULTANT COMPENSATION

Consultant shall be compensated for time spent in the performance of their contract at the agreed hourly rate. Consultant's agreed hourly rates are deemed to include Consultant's normal cost of doing business (e.g., but not limited to, internal telephone, faxes, postage, copies, support staff and computer assistance) for which no additional expense or reimbursement shall be paid. Overtime rates are not allowed. All other expenses allowable under this Policy must be stated in the contract.

4.00 PRE-APPROVED EXPENSES

Expenses to be incurred that exceed this Policy shall require prior Board approval.

Board approval for reimbursement will be based on: (i) benefit to the Agency; (ii) reasonableness, actual and necessity, not to exceed actual expenses; (iii) be fiscally compliant; and (iv) comply with Section 5.00.

Exhibit D

4.01 Travel

All Consultant expenses for transportation, overnight travel, and other reasonable incidental costs are subject to Section 4.00.

5.00 REIMBURSABLE EXPENSES

All Consultants' reimbursable expenses shall comply with the following criteria:

5.01 Automobile

Automobile mileage is reimbursed at Internal Revenue Service rates (see www.irs.gov). These rates are designed to compensate the Consultant for gasoline, insurance, maintenance, and other expenses associated with operating the consultant's personal vehicle. If Consultant is charging an hourly rate for travel time, Consultant is not eligible for mileage reimbursement.

5.02 Parking Fees

Parking fees are reimbursable, so long as the most economical parking available is used. Long-term parking shall be used at the airport when available. Whenever possible receipts should be obtained. If no receipts are provided, consultant shall submit a memo describing the type of fee, location where fee was incurred, the date and amount.

5.03 Miscellaneous Transportation Fees

Bridge and road tolls are reimbursable. Taxis, shuttles, or ridesharing fares may be reimbursed, including a customary gratuity per fare, when the cost of such fares is reasonably equal to or less than the cost of automobile allowance and parking combined, or when such transportation is necessary for time-efficiency. Whenever possible, consultant should obtain receipts documenting the charges. If no receipts are provided, consultant should submit a memo describing the type of fee, location where fee was incurred, the date and amount,

5.04 Other Travel Expenses

All other travel (e.g., conferences, overnight travel, etc.) must be approved prior to the occurrence by the General Manager. The General Manager may grant permission for the travel, so long as: (1) the related contract services have been approved by the Board or the expense has been included in the annual Board approved budget; (2) is within California or part of federal-related contract work or assignments with the Agency; (3) the total cost does not exceed \$5,000 per person; and (4) is expressly related to the duties and scope of work under the Consultant's scope of work. If all four criteria are not met, then Board approval is required. Any exception granted under this section shall be applied on a case-by-case basis and shall not set any precedent for future policy unless it has been formally adopted by the Board.

In no circumstances will citations be reimbursable.

5.05 Other Out-of-Pocket Expenses

Consultant's costs beyond those considered normal cost of doing business expenses (e.g., sub-consultants, large volume printing, mass mailings, conference call expenses). Original receipts should be included with invoices.

6.00 INELIGIBLE EXPENSES

6.01 Mark-ups, Multipliers and Other Adjustments

The Agency will not pay mark-ups, multipliers or other adjustments on reimbursable expenses, including, but not limited to sub-consultant invoices, travel reimbursements, and deliverables.

6.02 Invoice Preparation

Consultant shall not charge Agency for preparation or review of invoices or supporting documents, for the implementation of internal procedures associated with invoices.

6.03 Insurance

Consultant shall not charge Agency for any contract required insurance expenses.

7.00 REIMBURSEMENT DOCUMENTATION

For consultant to receive travel reimbursements, the consultant shall submit original receipts, unless otherwise noted, itemizing the expenses with the consultant's monthly invoice. No personal charges may be included on the receipts.

7.01 Mileage

Mileage reimbursement requires the date of travel, destination, purpose, and number of miles.

7.02 Other Expenses

All other reimbursements shall require receipts documenting the expense. If receipts are not customarily issued for the type of expense, then written documentation including, the type of expense, date, signature of consultant, and amount must be provided.

7.03 Compliance

In order to receive reimbursements for travel expenses, it is the responsibility of the consultant to understand and comply with all policies and procedures included in this policy. Failure to properly document expenses may result in a denial of reimbursement.

8.00 CASH ADVANCE POLICY

Funds for any Agency authorized expense will not be advanced.

9.00 DEADLINES FOR REIMBURSEMENT REQUESTS

Consultants must provide an itemized invoice for travel costs within 60 days of the occurrence.

10.00 AUDIT OF REIMBURSEMENT REQUESTS

The Business Services Officer shall review all travel receipts included with the consultant's invoices for compliance with this Policy. In no circumstances, may expenses not authorized by this Policy be reimbursed to a consultant without Board authorization.

11.00 EFFECTIVE DATE AND SUPERSESSION

This Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, or letters of intent of Agency on this subject. Upon its adoption this Policy shall automatically become a substitute exhibit or attachment to all current and future consultant contracts and shall supersede any existing contract language pertaining to this subject.

11.01 Board Resolutions

Resolution Number

WA-2-2008

WA-2-2012

WA-17-2017

WA-1-2019

Date Board Approved

January 9, 2008 #12

May 2, 2012 #7

November 8, 2017

January 9, 2019

EXHIBIT E
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$500 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Members, and their alternates, of the Agency Board are:

Director Lori Parlin, BOS Supervisor IV District
Director Brian Veerkamp, BOS Supervisor III District
Director George Turnboo, BOS Supervisor II District
Director Nick Haven, South Tahoe Public Utility District
Director Kelly Sheehan, Alternate to Director Haven, South Tahoe Public Utility District
Director Pat Dwyer, El Dorado Irrigation District
Director Chuck Mansfield, Alternate to Director Dwyer, El Dorado Irrigation District

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any Board member(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contract?

 YES NO

If yes, please identify the Board member(s) _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any Board member(s) in the twelve (12) months following the award of the contract?

 YES NO

If yes, please identify the Board member(s) _____

Answering yes to either of the two questions above does not preclude the Agency from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

DATE

NAME

Government Code § 84308. Contributions prohibited from persons with pending applications for licenses, permits or other entitlements; amount; disclosure by all parties; construction

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$500) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$500) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$500) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2)(A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$500) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$500), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall

disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$500) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$500) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.