



South Tahoe Public Utility District

ROUTINE WELL and PUMP PERFORMANCE MONITORING

Request For Proposals

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REQUEST FOR PROPOSALS

ENGINEERING SERVICES FOR SOUTH TAHOE PUBLIC UTILITY DISTRICT

Routine Well and Pump Performance Monitoring

1 INTRODUCTION

The South Tahoe Public Utility District (District) is seeking proposals from qualified engineering firms to assist staff develop a routine well and pump performance monitoring plan for its active and stand-by sources.

The selected consultant will be expected to:

1. Review pertinent well and water system information;
2. Develop standard operating procedures (SOPs) for routine well and pump performance testing for each active and stand-by groundwater source;
3. Develop standardized data collection and data input forms;
4. Develop output forms for well and pump performance data analysis, including trend analysis;
5. Demonstrate the efficacy of the SOP using a well test to monitor well condition and well pump and motor performance;
6. Provide an information management system to store, compile, manage and extract meaningful well and pump performance data compatible with the goals of the District's Asset Management program.

2 BACKGROUND

The District operates the largest public water system in the Lake Tahoe Basin, serving drinking water to more than 14,000 businesses and residences in the City of South Lake Tahoe and in the adjoining communities within El Dorado County, CA. The District is 100% reliant on groundwater sources. In order to meet community water demands, the District currently uses thirteen (13) active wells and two standby wells located across its service area (Figure 1).



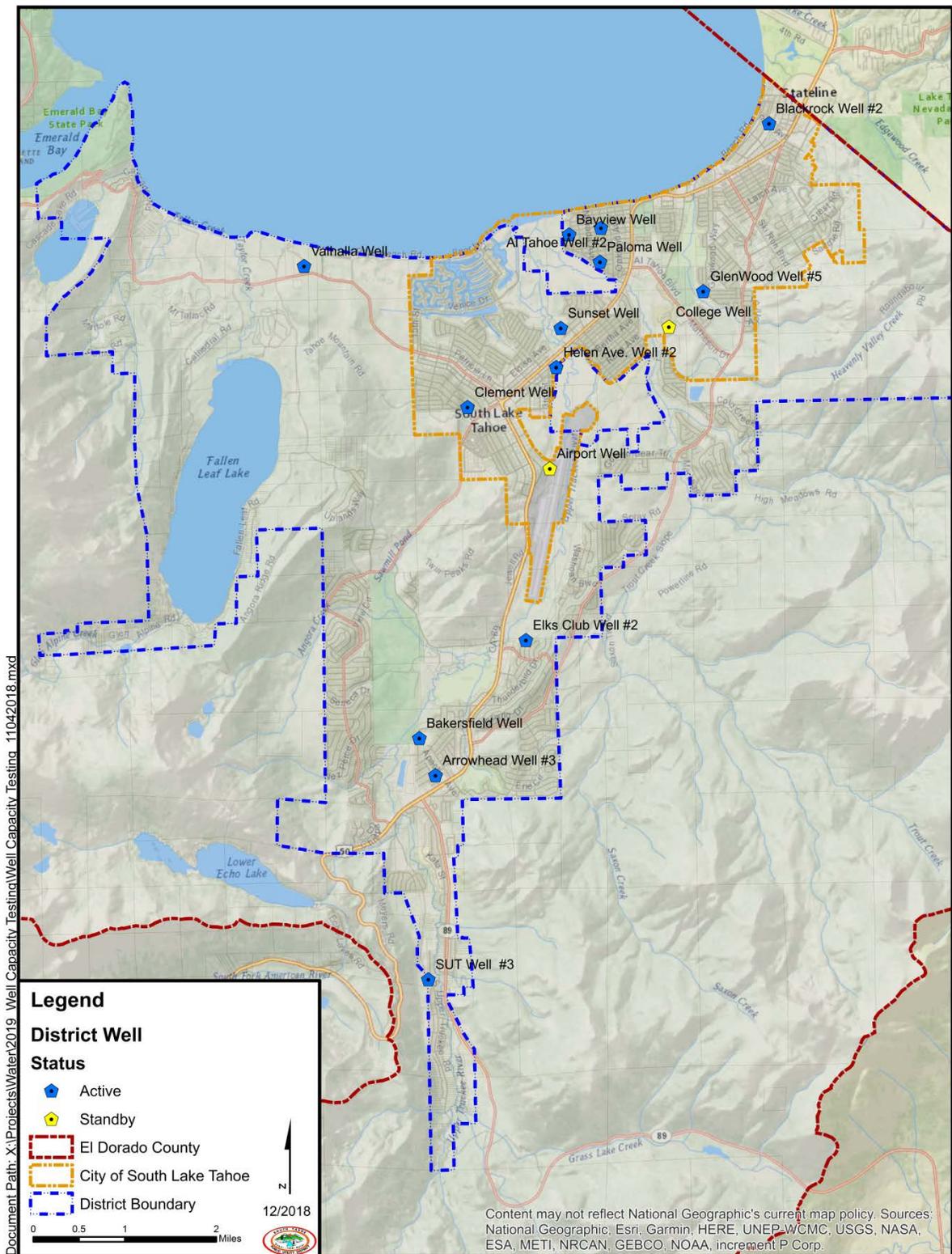


Figure 1. Active and stand-by groundwater sources (e.g. wells).



2.1 Current Practices

Current practices employed by the District for the operation and maintenance of its wells are conducted by multiple Departments. Typical well and pump/motor equipment activities performed by these departments are summarized below (Table 1).

DEPARTMENT/ Personnel	WELLS	PUMPS/MOTORS
PUMPS/ Pump Station Operator	<ul style="list-style-type: none"> • Daily <ul style="list-style-type: none"> ○ Visual inspection: building, mechanical, and controls; ○ Log water production; ○ Monitor and maintain well disinfection equipment. • As- Needed <ul style="list-style-type: none"> ○ Monitor sand production; ○ Perform well yield testing; ○ Perform well disinfection; ○ Assist down-hole well inspections; ○ Assist well drawdown testing; ○ Direct and monitor well discharges to water distribution system. 	<ul style="list-style-type: none"> • As- Needed <ul style="list-style-type: none"> ○ Assist with well pump testing; ○ Remove and trouble-shoot well pump problems; ○ Remove/repair/re place well pump and motor sets.
ELECTRICAL/ Technician		<ul style="list-style-type: none"> • As- Needed <ul style="list-style-type: none"> ○ Conduct submersible motor megger testing; ○ Trouble-shoot electrical well motor problems; ○ Assist with well pump testing.



DEPARTMENT/ Personnel	WELLS	PUMPS
LABORATORY/ Director, Technician	<ul style="list-style-type: none"> • Periodic <ul style="list-style-type: none"> ○ Direct and perform Water Quality testing; ○ Maintain Water Production and Water Quality databases; • As- Needed <ul style="list-style-type: none"> ○ Assist with Well Disinfection; ○ Direct and perform Water Quality testing. 	
UNDERGROUND SEWER/ Lead, Sewer Repair	<ul style="list-style-type: none"> • As- Needed <ul style="list-style-type: none"> ○ Direct and monitor well discharges to sewer collection system. 	
ENGINEERING/ Asset Management Analyst, Hydrogeologist	<ul style="list-style-type: none"> • Periodic <ul style="list-style-type: none"> ○ Maintain asset management information system, ○ Collect and maintain static water level readings; ○ Monitor monthly and annual water production; • As- Needed <ul style="list-style-type: none"> ○ Plan, direct and oversee well inspections, well assessments and well development; ○ Plan, direct and manage well rehabilitation work; ○ Establish well yields; ○ Plan, direct and manage Specific Capacity Tests. 	<ul style="list-style-type: none"> • As- Needed <ul style="list-style-type: none"> ○ Plan, direct, oversee and evaluate well pump tests;

Table 1. Well and pump/motor operations and maintenance practices currently employed by the District



General information describing the well yield, construction and pump/motor information for each groundwater source, along with specific capacity test results are compiled and provided in Attachment A. This represents the available information compiled for this Request for Proposal (RFP). Additional information, including available well construction, pumps curves and pertinent engineering reports, will be provided to the engineering services project team selected for this project.

2.2 Asset Management

The District’s Asset Management Program is built on the foundation of tracking all District-owned assets and the maintenance activities performed on each asset utilizing a Computerized Maintenance Management System (CMMS) called Maintenance Connection. The District’s asset management activities are continuously expanding beyond maintenance tracking and asset inventory to include detailed condition assessment, level of service establishment and performance tracking, data analysis, life cycle costs, and utilizing all of the above to support capital improvement planning.

The District’s Maintenance Connection software is a SQL based database utilized since 2008. The software interface is web-based, but the database is hosted on premise at the District. The asset inventory tree structures the asset hierarchy by physical location and includes a variety of assets within each location. Most high value assets are tracked as well as specific equipment that often requires maintenance or scheduled preventative maintenance.



Figure 2. Example Asset Hierarchy

Each Asset has a unique Asset ID as well as a non-unique Name that is often more descriptive and various specifications regarding each asset are stored within the asset data tables. Customized specifications specific to the type of asset can also be tracked including limited capability for tracking the changes to specification values over time similar to tracking metered values. The Work Order (WO) module is utilized to track all maintenance activities including a description of work, the department the work is completed by, a list of tasks to be performed, all costs including labor, materials, equipment/vehicles, and other costs such as subcontractors. The Preventative Maintenance (PM) module is used to schedule WO requests to automatically generate



on a scheduled date, defined interval (daily, weekly, monthly, yearly), or based on metered units. Documents can be attached or linked to Assets, WOs, or PMs for easy viewing by all users. The remaining modules are used to provide the background information that contributes to the WOs such as labor, inventory, procedures and tasks, accounts, customers, etc.

For the Routine Well and Pump Performance Monitoring plan, the District expects to utilize the PM module within Maintenance Connection to schedule WO requests notifying the Pump Station Supervisor that a particular well is due for monitoring per this plan. The PM will initiate the WO, these WOs will be used track the dates the monitoring work is completed as well as all costs. There is also the potential to track limited result values within the WO for easy access in the future, however the majority of monitoring data should be collected using other software for customized data collection and reporting. The majority of the monitoring work will be completed by the District's Pump Station Operators and field data will be collected utilizing tablets (likely iOS, potentially Android). The data collection forms need to be capable of offline collection as many of the District's locations do not have cellular access for real time online data collection. All of the data should be compiled and displayed on custom reports showing pertinent parameters as well as threshold values that will trigger the need for additional maintenance.

The District also utilizes Wonderware Historian to store all process, alarm, and event data collected through the District's SCADA systems. Not all instruments currently communicate with SCADA and not all instruments that do communicate are stored in Historian. Data can be queried from Historian using their Query and Trend software or directly using SQL database management tools. The District's Historian database is also hosted on premise at the District.

Laserfiche products are used by the District for collecting and archiving data across all departments. Laserfiche Forms and Workflow allows for automated data collection, storage, reporting, and management. Laserfiche Forms collects data through custom, digital forms that can be completed both off and online by users. Laserfiche Workflow interacts with SQL databases to organize data so that reports can be easily generated through SQL Reporting tools.

SQL reporting and databases are heavily relied upon in business process automation throughout the District including Maintenance Connection, Historian, and Laserfiche; therefore it is essential that any additional software or customized information management system be SQL based. The District's IT staff is also familiar with Microsoft's Report Builder application.



3 OBJECTIVES

Currently, the majority of maintenance performed on District Wells is condition-based (performed on an As-Needed basis). As the District is 100% reliant on wells to meet existing water demands, wells are critical water system assets. The construction of new and/or replacement wells within the Lake Tahoe Basin involves a lengthy planning and multi-agency permitting process. Replacement of submersible pumps and motors involve long lead-times which lead to extended shut-downs, reducing available water production. For these reasons, the District is seeking improvements to its current practices. Objectives of this effort include monitoring of well condition; and collection of well pump and motor equipment performance data that can be used to schedule appropriate maintenance to recover lost well and pump efficiency and plan for the eventual replacement of these assets. Specific parameters identified for this monitoring program include, but are not restricted to;

1. Measuring Source Capacity (gpm) to monitor Well Yield (sustainable pumping rate);
2. Measuring Specific Capacity (gpm/ft dd) to monitor Well Efficiency; and
3. Measuring Pump Efficiency (%) to monitor pump performance.

The following section includes a brief summary of pertinent regulatory requirements and standard practices recognized as likely components to be integrated wholly or in part into this monitoring program.

3.1 Ca Waterworks Standard

Methods for establishing source capacity for public water system wells require the performance of a minimum 8-hour constant discharge test. A constant discharge test is considered complete when recovery measurements show water levels recovering to within 95% of static conditions within the same duration as the pumping period (California Waterworks Standard § 64554(f)).



Record-keeping requirements for these tests include (California Waterworks Standard § 64554(e));

- Name/qualification person conducting test;
- Proposed test discharge rate;
- Site Map (1:24,000 or larger);
- Well Discharge Location;
- Surface Waters; Wells within 1,000 feet of pumping well;
- Well Construction Drawing;
- Well Completion/Well Development Dates, if known;
- Test Pump Specifications;
- Description of Water-Level Measurement Method and Equipment;
- Estimated Well Use;
- Description of surface waters and wells located within 1,000 feet of tested well;
- Description of how discharges will be managed;
- Borehole/Well Casing Volume;
- Annual groundwater recharge;

3.2 Pump Performance

There are a multitude of recommended practices for testing pump efficiency. These generally involve, at a minimum;

1. Recording flow rate and total dynamic head (TDH) at specified points along its pump curve; and
2. Calculating efficiency at the pumps rated flow conditions (Best Efficiency Point).

Basic readings for these tests typically involve measuring the following test parameters;

- Flow Rate;
- Total Head
- Power Input (kW); and
- Pump RPM.

Advanced pump efficiency testing uses these measurements compared to energy input to determine pump efficiency. Energy costs are also used to calculate pumping costs on a per volume basis.



4 SCOPE OF WORK

1. Data Review: Provide a detailed list of pertinent water system well, pump and distribution system information required from the District to meet project objectives. Review the provided information and develop an Agenda for a project meeting to address questions raised during the data review.
2. Develop a draft Standard Operating Procedure (SOP): Conduct a site visit of each active and stand-by groundwater source to gather pertinent operations and testing information needed for each SOP.

Develop a draft SOP that includes, at a minimum, the test information required to conform with California Waterworks Standard record-keeping requirements (§ 64554(e)) and the following items;

- Personnel list specifying District Department responsibilities;
 - Equipment checklist;
 - Step-by-step instruction(s) with annotated site facility diagrams explaining pre-test equipment set-up and operation requirements for receiving well test and/or pump test discharges; well and/or pump test data collection methods; and any post-testing and/or operations requirements.
3. Data Collection Forms & Analysis Worksheets: Develop draft electronic data input forms that can be used for each facility in accordance with the data collection requirements defined in the draft SOP. Develop electronic data output forms tabulating well yield, specific capacity and pump efficiency information. Provide forms for generation of plots showing pertinent parameters and threshold values to be used for scheduling well and pump/motor maintenance; and for long-term well and pump efficiency monitoring.
 4. Demonstrate a Well and Pump Performance Test: Conduct a Well and Pump Performance Test, using District personnel, in accordance with the draft SOP. Prepare a technical memorandum documenting the Well and Pump Performance test. The demonstration facility will be selected following discussions with the engineering team and review of the draft SOP.
 5. Provide final SOPs for each active and stand-by facility: Following the demonstration test prepare a final SOP for the tested facility and final SOPs for the remaining active and standby facilities.
 6. Information Management System: Develop an electronic information management system to store and analyze collected data. This system should



store, organize, and display the output data and update over time in order to compare past to current data. This system should be SQL based and include an output in a standard easy to view format such as PDF. The software described in the Asset Management section of this document may be adaptable to fit this need.

7. Project Management: Provide agendas, meeting materials and notes with specific action items for all project meetings and/or check-in calls. Use project meetings/check-in calls as milestones to assure continued progress in accordance with the project schedule. Provide monthly project invoices and supporting documentation. Provide an accompanying project status report (PSR) describing the work completed for the billing period; work planned to be completed during the next billing period and any potential problems encountered, proposed resolution and potential budget impact. Each PSR must include a worksheet providing a line item breakdown of the total hours, labor costs, expenses, sub-consultant costs and estimated percent work completed for each task invoiced through the end of the billing period.

5 DELIVERABLES

At a minimum, the Consultant shall be required to provide the following deliverables for the project:

1. Standard Operating Procedure (SOP) for each active and stand-by facility along with electronic versions of accompanying data collection input forms and data analysis output forms and standard monitoring graph templates. The selected consultant will be required to provide three (3) paper-copy sets of the final SOPs organized into three-ring binders; an electronic .pdf version of the final SOP; and electronic copies of supporting files used to develop the SOPs.
2. Well and Pump Performance Test Technical Memorandum documenting the demonstration test, presenting the test results and an assessment of well and pump efficiency.
3. Provide an Information Management System for the electronic storage, use and management of the well and pump performance test data, compatible with the District's Asset Management system.
4. Project Management Items including copies of agendas, meeting materials and meeting notes prepared during the project.



6 PROJECT TEAM

Funding for this project is being provided on a 50% cost share basis with the El Dorado County Water Agency (EDCWA), using an anticipated total cost of \$50,000. This represents the District's preliminary estimate of the level of effort that may be needed for this project. Final budget for the project will be negotiated with the engineering services team based on the merits of the selected technical proposal.

Ms. Julie Ryan, P.E., Engineering Department Manager, will be the District's Project Director. Ms. Ryan will have overall responsibility and accountability for the project. Mr. Ivo Bergsohn, PG, CH, Hydro-Geologist, will be the District's Project Manager and will be the principal point of contact for the selected consultant. Mr. Bergsohn will be responsible for directing the project through its various phases, including, coordinating technical efforts to insure that the project is completed in a timely and cost effective manner. District staff assisting Mr. Bergsohn will include: Chris Stanley Manager of Field Operations; Chris Skelly, Information Technology Manager; Brent Goligoski, Asset Management Analyst; Jeremy Rutherford, Pump Station Supervisor; and Jared Aschenbach, Electrical/Instrumentation Supervisor.

The District is seeking to retain a consultant with the following areas of specialization to complete the project team:

- Water Well Evaluation; and
- Pump Performance Testing; and
- Information Management Systems

Experience and familiarity with the public agencies working in the greater South Lake Tahoe Area; including: the City of South Lake Tahoe (CSLT) and the Lahontan Regional Water Quality Control Board (LRWQCB) are also desired.



7 PROPOSAL

Consultant selection will be qualification-based, along with the proven ability and experience to provide the services required for this project. Interested firms shall therefore submit separate Technical and Cost Proposals for this project. Description for each proposal type is provided below.

7.1 Technical Proposal

The Technical Proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of eight (8) numbered pages of text no smaller than 11 point, and/or graphics. Material excluded from the eight (8) pages maximum count is limited to:

- Front cover
- Divider pages
- Back cover
- Submittal letter (one page maximum)
- Table of Contents page (one page maximum, number as page i)
- Project Organization Chart (one page maximum)
- Work Estimate Table (one page maximum)
- Project Schedule (two page maximum)
- Appendix Material



7.1.1 Format

The Technical Proposal shall conform to the following format:

- **Submittal Letter:** Each proposal must be accompanied by a submittal letter. The submittal letter shall identify the name and title of the person authorized to contractually obligate the firm for the purpose of this RFP and the person(s) to be contacted for clarification questions regarding the proposal. The submittal letter shall also include any exceptions taken to the District's Standard Consulting Agreement (Attachment B).
- **Firm Experience (no more than 1 page):** Include a general overview of your firm and the firm's experience by providing examples of highly successful aspects of projects similar to this project completed by the office(s) submitting the proposal. Describe specific relevant experience of project team members and how that expertise will be utilized in this project. List at least three (3) relevant projects successfully completed for public agencies by project team members over the past five (5) years.
- **Firm's Approach (no more than 4 pages):** Include a description of: the key project elements/goals and how the proposed approach will meet the District's expectations in a timely and cost efficient manner. Provide a description of the approach and information to be collected during the initial site visits. Identify challenges that might be expected during the project and possible solutions to resolving those challenges within the time allotted in the project schedule.
- **Project Team (no more than 2 pages):** Describe your project team, including title, office location and contact information. Include the key individuals and sub-contractors that will actually be responsible for conducting the project's technical activities and management of the project. An organization chart should be provided showing the inter-relation of all the project team members, both District and Consultant.
- **Work Estimate Table:** Using the Firm's Approach, provide an initial estimate showing the level of effort (in work-hours) needed to complete the project. The estimate should be presented on a line item, per task basis, showing the number of work-hours required for each project team member and sub-contractor(s); the total work-hours required for each task; the total work-hours required for the total project. Unit labor, expenses and subcontractor costs are **not** to be included in the Work Estimate Table.



- **Project Schedule:** Provide a project schedule listing major tasks, deadlines, duration and projected start and finish dates for the project.
- **Appendix:** Resumes of proposed key staff relevant to the scope of work; manufacturer's information describing all major items of consultant and subcontractor(s) equipment proposed for work on the project; and an example Well Evaluation and Pump Efficiency Test report, prepared by the project team members.

7.2 Cost Proposal

The Cost Proposal shall include the following items for each of the major tasks and activities described in the accompanying Technical Proposal:

- Personnel, estimated labor hours and hourly rates for each member of the project team;
- Project expenses;
- Sub-Contractor costs and
- Total costs.

Cost Proposals will not be opened until after each firm's Technical Proposal has been carefully reviewed and the firm deemed most qualified has been selected. Only the Cost Proposal for the selected firm will be opened and will form the basis for negotiating the contract.

8 EVALUATION

All proposals will be evaluated using the following criteria:

- 5 Points: Proximity to or familiarity with the area and regulatory agencies in which the project is located.
- 15 Points: Capacity and capability of the firm, including sub-contractors, to perform the work, including any specialized services, within the given time limitations.
- 20 Points: Alignment of project needs to the specialized competence(s) of the firm.
- 25 Points: Proven experience in municipal well evaluation and pump efficiency testing.
- 35 Points: Firm's approach including evidence of understanding of scope of work, project needs, limitations and requirements.



9 SCHEDULE

EDCWA Grant Funding constraints require that work for this project be completed by June 30th, 2019. In order to complete the project within the allowed time frame, the consultant will be expected to complete project deliverables in a timely manner in general accordance with the following project milestones:

- Kick-Off Meeting 02/28/2019
- SOP Review Meeting I 03/29/2019
- SOP Review Meeting II 04/26/2019
- Demonstration Well & Pump Performance Test 05/15/2019
- SOP Review Meeting III 6/05/2019
- Final Deliverables 6/30/2019
- Final Project Invoices 7/10/2019

The schedule for the proposal solicitation, review and consultant selection portion of this project is as follows:

- Solicitation 01/07/2019– 1/31/2019
- Last Day for RFP Questions 01/24/2019
- Submittal Review & Evaluation 02/04/2019– 02/08/2019
- Project Award 02/21/2019



10 SUBMITTALS

Interested parties shall submit one electronic copy of their Technical Proposal (.pdf) and one paper copy of their Cost Proposal to the District by no later than 5:00 p.m., Thursday, January 31, 2019.

Electronic copy of the Technical Proposal shall be submitted by email to Star Glaze, Contracts Administrator (sglaze@stpud.dst.ca.us).

Paper copy of the Cost Proposal shall be delivered in a sealed envelope labeled with the name of the firm; the proposal name: "Cost Proposal for Routine Well & Pump Performance Monitoring Plan"; and addressed as follows:

South Tahoe Public Utility District
Attention: Star Glaze, Contracts Administrator
1275 Meadow Crest Drive,
South Lake Tahoe, CA 96150
(530) 544-6474

Questions regarding this RFP should be emailed directly to Mr. Bergsohn (ibergsohn@stpud.dst.ca.us).

Answers to questions shall be posted on the District's website (www.stpud.us) following the last day for questions (January 24, 2019).



ATTACHMENT A

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
GENERAL WELL AND PUMP INFORMATION**



South Tahoe Public Utility District
2019 Well Capacity Testing Program

GROUNDWATER SOURCE						CONSTRUCTION						PUMP/MOTOR															
WELL	WELL YEAR	STATUS	OPERATING STATUS	WELL YIELD (gpm)	WELL YIELD (mgd)	Well Diameter (in.)	Well Depth (ft bgs)	Top of Upper Screen (ft bgs)	Median Static Water Depth (ft bgs)	Column Pipe I.D. (inches)	Pump Intake (ft bgs)	Pump Type	Well Pump Date	Well Pump	Pump s/n	Discharge (gpm)	TDH (ft)	Well Motor Date	Well Motor	Motors/n	Motor_hp	Motor_volts	Motor_PH	Motor_RPM	Check Valve above Pump	Pump Curve	VFD
Airport Well	1978	SR	Online	500	0.72	12	380	186	28.0	5.0	232	SUB	2/1/2005	Ingersoll-Dresser Model 8H48	9902CGC72175-2	800	470	4/20/2001	Pleuger	3337869407	125	460	3	3525	Yes	EC-2385	No
Al Tahoe Well #2	1992	AR	Online	2500	3.60	14	400	110	34.5	10.0	180	VTP	3/12/1993	BJ 12HQRL 7 Stage (VTP)	93150210	2500	322	3/12/1993	GE	TH6235026	250/300	460	3	1790	No	PB-2	Cutler Hammer SV9000
Arrowhead Well #3	1998	AR	Online	1000	1.44	16	290	250	49.4	8.0	253	SUB	Jan-02	Goulds 11 CMC	448231	800	287	--	Sun-Star	KS0336	75	460	3	1800	Yes	448231	No
Bakersfield Well	1994	AR	Online	1500	2.16	14	253	130	30.5	8.0	115	SUB	12/6/1995	BJ 12 HQRL 7 Stage	95-WC-2044	1500	305	--	BJ Type H	12-5827-4-1	150	460	3	1800	No	PB-2	Cutler Hammer SV9000
Bayview Well	2004	AR	Online	3600	5.18	20	550	180	30.2	14.0	160	SUB	7/11/2006	BJ 17MQH - 3 stage	0605MS003973-1	3000	420	--	BJ Type D	--	450	4000	4	1777	No	T-41190-2	Allen Bradley
Blackrock Well #2	1959	AR	Online	90	0.13	12	240	136	0.0	3.0	195	SUB	5/23/1986	Goulds (?)	1035386	150	--	--	Franklin2366016010	--	15	230	3	3450	--	--	No
Clement Well	1954	AR	Offline	180	0.26	16	140	40	36.7	3.0	120	SUB	4/29/2014	Goulds 45J07	923 KB	21	510	4/29/2014	Franklin 2366116020	05-0133	7.5	460	3	3450	--	SU 489	No
College Well	1981	SR	Online	1100	1.58	16	365	245	37.1	10.0	230	VTP	--	Peabody Flowway	--	--	--	2/6/1985	Westinghouse GUPD	82-31523	200	460	3	1800	--	--	No
Elks Club Well #2	2003	AR	Online	300	0.43	18	228	110	19.2	6.0	185	SUB	--	BJ 8MQ H - 13 Stage	--	425	350	--	BJ 4 Pole Type H-10"	--	50	480	3	1800	--	8MQ Submersible SUB "H"	Danfoss
GlenWood Well #5	2002	AR	Online	1100	1.58	14	230	150	32.0	8.0	186	SUB	1/19/2019	Flowserve 10 EBM-11	--	1000	333	10/16/2018	Pleuger MI10-740-4	--	125	480	3	1750	Yes	1467788123	Cutler Hammer SV9000
Helen Ave. Well #2	1966	AR	Online	260	0.37	12	150	90	20.4	3.0	86	SUB	3/4/2008	Goulds 225H257- 7 Stage	1733766	260	280	--	Franklin 2366058120	--	25	230	3	3450	--	SU 508	No
Paloma Well	1994	AR	Online	2500	3.60	18	418	188	45.8	12.0	254	SUB	11/30/1995	BJ 15 MQH 4	95-WC-0002	2500	322	--	BJ Type H	--	250	460	3	1800	--	3527	Accutrol 700 CCPUMAC Drive
Sunset Well	1990	AR	Online	594	0.86	10	440	275	21.1	8.0	263	SUB	10/30/1990	Goulds Type VS	140754	750	340	6/13/2014	Franklin 2396038521	13M19-10-080448	75	460	3	3600	Yes	3006-1	No
SUT Well #3	2004	AR	Online	1400	2.02	16	320	70	20.0	10.0	126	SUB	7/23/2007	Flowserve 13 MQ H - 1 Stage	0712MSS00111-1	1400	85	--	BJ Type M	SS00111	50	460	3	1760	No	13 MQ H	Allen Bradley
Valhalla Well	1999	AR	Online	675	0.97	16	190	110	29.9	6.0	90	SUB	2/29/2012	Grundfos 625S750-4-A	--	650	325	--	Franklin	12B19-22-080238	75	460	3	3525	--	Model 625S	Robincon ID-PWM454GT

South Tahoe Public Utility District
2019 Well Capacity Testing Program

GROUNDWATER SOURCE				SPECIFIC CAPACITY												REFERENCE(S)
WELL	WELL YEAR	STATUS	OPERATING STATUS	Test Date	Pump Rate (gpm)	Specific Capacity (gpm/ft dd)	Duration (hrs)	Test Date	Pump Rate (gpm)	Specific Capacity (gpm/ft dd)	Duration (hrs)	Test Date	Pump Rate (gpm)	Specific Capacity (gpm/ft dd)	Duration (hrs)	Source(s)/Notes
Airport Well	1978	SR	Online	4/12/2011	800	5.70	24	6/2/2011	921	6.36	24					X:\Projects\Water\2011 Projects\2011_AS Eval_Airport Well\Proj Report\Final Report\AWAEP Report
Al Tahoe Well #2	1992	AR	Online	6/24/1992	2200	50.69	24									Al Tahoe Replacement Well Report (HSI, 7/21/1992)
Arrowhead Well #3	1998	AR	Online	11/12/1998	1000	7.02	24									X:\Public\IBergsohn\IBPdrive\WATER\ARROWHEAD\PTesting\DATA
Bakersfield Well	1994	AR	Online	11/14/1994	1228	38.00	24	4/24/2001	1104	41.66	24	4/13/2006	780	51.30	0.53	Bakersfield Well Report (AGRA, Dec 1994); X:\Public\IBergsohn\IBPdrive\WATER\Bakersfield
Bayview Well	2004	AR	Online	9/1/2004	2677	48.84	15									X:\Public\IBergsohn\IBPdrive\WATER\2004_Drilling_Program\BayView_Well1
Blackrock Well #2	1959	AR	Online	8/15/2000	90	1.14	24									X:\Public\IBergsohn\IBPdrive\WATER\BlackrockWells
Clement Well	1954	AR	Offline	3/4/1998	180	5.76	24									South Y Groundwater Contamination Study Clement Well Contaminant Pumping Test (STPUD, 6/30/1998); X:\Public\IBergsohn\IBPdrive\SouthY\CLEMENTWELL
College Well	1981	SR	Online	10/1/1981	1400	22.67	5.5	10/9/1981	1750	41.84	2.5					College Well Rehab (ib files)
Elks Club Well #2	2003	AR	Online	10/14/2003	500	4.63	24	1/23/2008	333	4.77	24					X:\Public\IBergsohn\IBPdrive\WATER\ElksClub_2\ElksClub_No2\AQTesting\ECLB_AQTEST
GlenWood Well #5	2002	AR	Online	7/22/2002	900	9.38	24									X:\Public\IBergsohn\IBPdrive\WATER\GlenWoodWell\GW5_AqTesting; Flowserve Submersible Pump Approval Drawings (10/16/2018); Scheduled to Ship (1/19/2019)
Helen Ave. Well #2	1966	AR	Online	6/7/1999	250	13.89	24	8/20/1999	260	14.44	24					X:\Public\IBergsohn\IBPdrive\WATER\HelenWells\Aqtest; Helen Wells Vulnerability Study Pumping Test Report (STPUD, 2/28/2000)
Paloma Well	1994	AR	Online	11/6/1994	2134	23.45	24	12/23/1998	1588	23.09	12					Paloma Well Vulnerability Study Pumping Test Report; X:\Public\IBergsohn\IBPdrive\WATER\PALOMA
Sunset Well	1990	AR	Online	7/29/1990	530	11.10	16.4	9/14/1990	925	21.10	2	6/20/2014	640	11.68	8	X:\Projects\Water\2014 Sunset Well Evaluation
SUT Well #3	2004	AR	Online	9/28/2004	1457	37.13	24	1/28/2015	1048	38.05	4					X:\Public\IBergsohn\IBPdrive\WATER\2004_Drilling_Program\SUT_Well3; X:\Projects\Water\BJ Well Pump Eval_Jun 2014\SUT 3 Well Eval_Pump Test_Jan 2015
Valhalla Well	1999	AR	Online	10/1/1999	1550	16.03	23.72									X:\Public\IBergsohn\IBPdrive\WATER\ValhallaWell\ProductionTest

ATTACHMENT B

**MASTER AGREEMENT
FOR
CONSULTING SERVICES**



**MASTER AGREEMENT
FOR
CONSULTING SERVICES**

INSERT NAME OF FIRM

THIS AGREEMENT is made and entered into as of the ____ day of _____ by and between South Tahoe Public Utility District, hereinafter referred to as "DISTRICT" and **INSERT NAME OF FIRM**, hereinafter referred to as "CONSULTANT".

RECITALS

- A. DISTRICT periodically makes improvements to its water, wastewater and ancillary facilities, for which it may require the services of a consultant.
- B. DISTRICT proposes to provide a MASTER AGREEMENT for consulting services which will be required by DISTRICT in general support of projects under separate titles (Task Orders). The general scope of services outlined in this MASTER AGREEMENT will be further defined by a series of Task Orders which will set forth the services to be performed (detailed scope), costs, and time for completion.
- C. DISTRICT desires to secure professional consulting services for said projects and CONSULTANT represents that CONSULTANT possesses the professional qualifications to provide such consulting services.
- D. DISTRICT and CONSULTANT agree to enter into this MASTER AGREEMENT for the performance of consulting services on the terms and conditions stated in this MASTER AGREEMENT.

NOW THEREFORE, for and in consideration of their mutual promises and subject to the terms, provisions and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE I. - CONSULTING SERVICES

- A. Upon execution of this agreement and subsequent Task Orders by both parties, and upon receipt of written authorization from DISTRICT, CONSULTANT at CONSULTANT's sole cost and expense (to be reimbursed as outlined in ARTICLE IV) and to the satisfaction of DISTRICT, shall perform the services (Services) set forth in each Task Order and represented by a separate proposal for each Task Order. The Services shall be assigned to CONSULTANT by DISTRICT for the various projects as planned and developed by DISTRICT. Each Task Order shall specify the Services to be performed, the time schedules for completion of the Task Order and for completion of all tasks (Tasks) within the Task Order, and the cost (Cost Ceiling) including all fees, costs and expenses, both direct and indirect, of the Task Order, but shall otherwise be governed by the terms and conditions of this Agreement, as modified by the individual Task Orders. Task Orders shall be in writing, signed by both parties in advance, and shall be attached to this Agreement



as consecutive exhibits beginning with Task Order 1.

- B. CONSULTANT agrees to comply with the schedule as set forth in each Task Order, and to provide Services in a timely manner to allow DISTRICT's project(s) to be constructed as planned by DISTRICT.

In the event CONSULTANT is not able to comply with the project schedule, a written statement from CONSULTANT will be required showing CONSULTANT's plan to bring schedule back into compliance to meet completion date. In the event of delays due to causes beyond the control of CONSULTANT, an extension to the schedule for performance shall be negotiated.

- C. CONSULTANT shall provide DISTRICT with a review of the budget amount when 75% of the Cost Ceiling of each Task Order has been expended. CONSULTANT shall be entitled to reallocate costs among subtasks within a Task. DISTRICT shall have the right to transfer Tasks and costs within the same or other Task Order(s).

CONSULTANT may request a revision in the Cost Ceiling for performance of the Task Order, and will relate the rationale for the revision to the specific basis of estimate. Such notification will be submitted to DISTRICT at the earliest possible date. The Cost Ceiling will not be exceeded without approval by DISTRICT and written amendment to the Task Order.

- D. In the case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify the DISTRICT of the identified changes and advise the DISTRICT of a recommended solution. Additional Services shall not be performed without prior written authorization of DISTRICT.

DISTRICT may order, via a written amendment signed by each party's authorized representative, changes in scope or character of Services, either decreasing or increasing the amount of CONSULTANT'S services associated with a given Task Order. An order for additional services constitutes a change to the Task Order and shall be made in writing, dated, and appended to that Task Order.

Compensation for Additional Services shall be on the basis of Time and Materials or Lump Sum, to be agreed upon at the time of request for Additional Services. The estimated amount of compensation for Additional Services will be determined at the time the Additional Services are requested.

ARTICLE II. - RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall furnish to or make available for examination by CONSULTANT, as it may request, all data and information which DISTRICT may have available, and CONSULTANT may rely upon such data and information developed exclusively by DISTRICT in the performance of CONSULTANT's services.
- B. DISTRICT shall secure and pay for all permits and licenses (other than permits and



licenses under any patent or invention) and furnish all deposits and bonds necessary in connection with the Projects, except licenses required to permit CONSULTANT to do business at the place where its services are to be performed. CONSULTANT will assist DISTRICT in procuring necessary licenses or permits if required by DISTRICT to do so.

- C. In order that DISTRICT may meet its obligations with respect to the technical quality of the services to be performed under this Master Agreement, the services performed by CONSULTANT under this Agreement shall be under the general supervision and direction of the DISTRICT's General Manager/Engineer (DISTRICT REPRESENTATIVE), who shall be Mr. Richard H. Solbrig. CONSULTANT and its officers, employees, agents, affiliates, and subcontractors shall act in complete harmony and coordination with the DISTRICT REPRESENTATIVE. The DISTRICT REPRESENTATIVE shall keep in touch with the CONSULTANT during the duration of the Task Orders and shall be the authorized medium of communication for and with District matters pertaining thereto. DISTRICT REPRESENTATIVE may from time to time delegate any or all of his supervisory responsibility to appropriate staff members, and the DISTRICT shall so inform CONSULTANT before the effective date of each such delegation.

ARTICLE III. - RESPONSIBILITIES OF CONSULTANT

- A. In rendering the professional services, CONSULTANT is an independent contractor, the DISTRICT being interested only in the result obtained, and the manner and means of conducting such professional services will be under the sole control of CONSULTANT, except that nothing herein shall be deemed to negate DISTRICT's right to direct the nature of the Services requested and to direct the work in terms of timing and coordination with the Projects.
- B. CONSULTANT shall secure approval of DISTRICT prior to executing contracts with subcontractors and prior to retaining subcontractors for any portion of services for DISTRICT.
- C. CONSULTANT shall be as fully responsible to DISTRICT for the negligent acts, errors, and/or omissions of its subcontractors, as it is for the negligent acts, errors and/or omissions of persons directly employed by it. CONSULTANT will be responsible for review and billing accuracy and for the direct payment for Services completed or equipment/materials supplied by all of its subcontractors.
- D. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and DISTRICT.
- E. Indemnification
1. CONSULTANT shall perform Services in a manner commensurate with prevailing professional standards of qualified and experienced personnel in CONSULTANT'S field.
 2. CONSULTANT agrees to defend, indemnify and hold DISTRICT and each of its



officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorney's fees and costs of defense) stemming from Services under this Agreement to the extent such claims, damage, liability or costs are caused by CONSULTANT'S negligence, recklessness or willful misconduct or by the negligence, recklessness or willful misconduct of CONSULTANT'S sub consultants, agents, or anyone acting on behalf of or at the direction of CONSULTANT.

3. DISTRICT agrees to defend, indemnify and hold CONSULTANT and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorney's fees and costs of defense) stemming from Services under this Agreement to the extent such claims, damage, liability or costs are caused by DISTRICT'S negligence, recklessness or willful misconduct or by the negligence, recklessness or willful misconduct of the DISTRICT'S sub consultants, agents, or anyone acting on behalf of or at the direction of the DISTRICT.
4. The provisions of this section survive the completion of services under or the termination of this Agreement.

F. Insurance: The following are the basic requirements that CONSULTANT shall be responsible for all CONSULTANT's sole cost and expense, and for the full term of this Agreement and before commencement of services hereunder:

1. CONSULTANT shall carry or require that there be carried Worker's Compensation Insurance for all of its employees and those of its subcontractors in accordance with the laws of the State of California.
2. CONSULTANT shall carry or require that there be carried Commercial Liability Insurance, including Automobile Coverage, in an amount not less than \$5,000,000 for each person, in an amount not less than \$5,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$5,000,000 single limit Bodily Injury and Property Damage Insurance per occurrence.
3. CONSULTANT shall carry Errors and Omissions Insurance in an amount not less than \$5,000,000 with a deductible of not more than \$500,000 for the life of the Agreement which shall include one year beyond completion of Services.
4. Before commencing services, CONSULTANT shall submit evidence of the coverage required above to DISTRICT for review and approval. All such coverage shall be subject to approval by DISTRICT; approval of which shall not be unreasonably withheld. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of California, and approved by DISTRICT; approval of which shall not be unreasonably withheld. Evidence of coverage shall insure that such policies will not be canceled without 30 days prior written notice to DISTRICT. Commercial Liability policies, including Automobile Coverage and Property Damage Insurance, shall name DISTRICT, its



officers, and employees as Additional Insured and as such persons, shall be Primary coverage.

5. It is the responsibility of the CONSULTANT to provide to the DISTRICT updated insurance certificates within 30 days after renewal or changes to insurance policies.
6. STPUD is participates the CalPERS retirement system. It is the responsibility of the CONSULTANT to ensure that staff working on STPUD projects and receiving CalPERS pension benefits does so in accordance with CalPERS rules and regulations. The DISTRICT shall incur no cost associated with pension benefits of a person receiving pension benefits from CalPERS
- G. CONSULTANT shall comply with all applicable laws, ordinances and codes of the Federal, State of California, and local governments. CONSULTANT shall hold DISTRICT harmless with respect to any damages to the extent arising from any tort committed in the performance of any of the services embraced by this AGREEMENT due to CONSULTANT's negligence.
- H. CONSULTANT is responsible for the health and safety of its employees, sub consultants, agents or anyone working on behalf or direction of Consultant in the course of Services. CONSULTANT shall ensure that its employees, sub consultants, agents or anyone working on behalf of or under the direction of Consultant shall have experience and knowledge of Federal, State and local Health and Safety regulations and requirements.
- I. CONSULTANT and its associates and employees involved in projects covered under this Master Agreement covenant that they presently have no interest and that they will not acquire any interest, direct or indirect, during the term of this Agreement which would conflict in any manner or degree with the performance of services required under this Agreement.
- J. CONSULTANT will name the supervisory and staffing levels in the performance of CONSULTANT's services for each Task Order. CONSULTANT shall not replace supervisory or staffing levels without the prior written consent of DISTRICT. In the event a change is required by reason of resignation or similar circumstance, DISTRICT shall not deny consent to a change, but shall have the right to review and approve or disapprove the particular person proposed as a replacement. Any proposed replacement shall have substantially the same experience and qualifications as the person being replaced.
- K. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services to be performed under this Agreement. CONSULTANT shall give its full attention and supervision to the fulfillment of the provisions of this Agreement and each Task Order by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- L. CONSULTANT shall furnish DISTRICT with reasonable opportunities from time to time to



ascertain whether the Services of CONSULTANT are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by DISTRICT. DISTRICT's review and approval of the Services shall not, however, relieve CONSULTANT of any of its obligations under this Agreement.

ARTICLE IV. - CONSULTANT'S FEES

- A. CONSULTANT is employed to render professional services only, and any payments made to it are compensation only for such Services as it may render and recommendations it may make in carrying out the Services.

CONSULTANT shall submit to DISTRICT an estimate of costs for the authorized Task Order. Said estimate shall include a breakdown of estimated job classification with corresponding man hours, hourly rate, and estimated fee, together with estimated expenses. Upon approval by DISTRICT, said total estimate shall become a Cost Ceiling, and total compensation for said Services shall not exceed said amount without further authorization by DISTRICT. DISTRICT shall be obligated to pay only such hourly rates and expenses as are actually incurred by CONSULTANT subject to the Cost Ceiling.

The rates of compensation in the Task Order are agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained therein. CONSULTANT'S obligation to render services thereunder will extend for the period set forth in the associated schedule, and required extensions thereto. If such dates are exceeded through no fault of CONSULTANT, then all rates, measures and amounts of compensation provided in the Task Order shall be subject to equitable, negotiated adjustment, but not otherwise.

- B. DISTRICT agrees to pay CONSULTANT for and in consideration of the faithful performance of all services and duties set forth in this Master Agreement and subsequent Task Orders, and agreed to be performed by CONSULTANT. CONSULTANT agrees to accept payment from DISTRICT as and for full compensation for the faithful performance of all said services and duties as the amount set forth for consulting services for each Task Order.
- C. The DISTRICT will not approve any additional compensation unless a change in the scope of the Services has occurred due to conditions that the parties could not have reasonably anticipated at the time entering into this Agreement. CONSULTANT shall notify DISTRICT immediately if the scope of services under the lump sum Task Order is changed substantially, as required in Article I, Paragraph D.
- D. CONSULTANT shall submit to DISTRICT a monthly, itemized invoice for services completed during the preceding month. The invoice should also include the purchase order number and task order number for each Task Order. Payment by DISTRICT to CONSULTANT shall be made within 45 days after receipt and approval by DISTRICT of CONSULTANT's hereinabove described invoice.
- E. Should the DISTRICT dispute any portion of any bill, the DISTRICT shall pay the



undisputed portion within the time frame stated above and, at the same time, advise the CONSULTANT in writing of the disputed portion. The DISTRICT shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall provide a special invoice that accounts for the resolution of the disputed item.

- F. The costs for professional services and direct expenses shall be in accordance with the rates and amounts set forth in the applicable Task Order. In addition, the DISTRICT reserves the right to request from the CONSULTANT a breakdown of costs associated with the rates for professional services, including but not limited to direct salary, total overhead, and profit.
- G. CONSULTANT shall be solely responsible for the payment of all federal, state or local income tax, social security tax, worker's compensation insurance, state disability insurance and any other taxes or insurance which CONSULTANT is responsible for paying as an independent contractor under federal, state or local law. CONSULTANT shall procure and maintain all licenses necessary for the performance of the Services, all at the sole cost of CONSULTANT. All of the above shall not be reimbursable under the Agreement.

ARTICLE V. - MISCELLANEOUS PROVISIONS

- A. Any Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- B. Notice to Proceed - CONSULTANT will not begin services on any Task Order until DISTRICT directs it in writing to proceed.
- C. Submittal of Work Product and Written Notice - All reports and documents which CONSULTANT is required to furnish to DISTRICT (Work Product) and any other writing which CONSULTANT desires to give DISTRICT shall be delivered to DISTRICT or by depositing same in the United States mail, postage prepaid, addressed to:
General Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Any legally operative documents shall be copied to:
Brownstein Hyatt Farber Schreck, LLC
21 E. Carrillo Street
Santa Barbara, CA 93101-2782

Any notices or other writing which DISTRICT desires or is required to give or furnish to CONSULTANT shall be delivered to CONSULTANT by delivering in person or by depositing same in the United States mail, postage prepaid, addressed to:



The effective date of such written notice shall be the date of personal delivery of such notice or the receipt of same in the United States mail. The address to which any notice or other writing may be delivered may be changed upon written notice by such party as above provided.

- D. Ownership of Documents - All documents prepared by CONSULTANT and required to be furnished to DISTRICT in electronic and hard copy format, shall be the property of DISTRICT after payment to CONSULTANT. All electronic documents shall be provided to the District in an editable format. Any use of Work Product for other projects and/or any use of uncompleted documents without specific written authorization from CONSULTANT will be at DISTRICT's sole risk and without liability or legal exposure to CONSULTANT and DISTRICT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- E. Audit of CONSULTANT's Records - The books, papers, records, and accounts of CONSULTANT or any other consultants retained by CONSULTANT insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of DISTRICT. Said records shall be retained for a minimum of five (5) years after completion of services on the individual Task Orders.
- F. Discrimination - During the term of this Agreement, CONSULTANT agrees in accordance with Section 1735 of the Labor Code of the State of California not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sex, or marital status. CONSULTANT will take affirmative action to the limits prescribed by law to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sex, or marital status.
- G. Assignment - Neither party shall assign any interest in this Agreement, nor transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other party; provided, however, that claims for money due or to become due CONSULTANT from DISTRICT under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to DISTRICT.
- H. Attorney's Fees - If any legal proceeding is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys', paralegal and experts' fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys', paralegal and experts' fees, costs and expenses paid or incurred in good faith.
- I. Confidential Information - During and after the term of this Agreement, CONSULTANT



shall not, directly or indirectly, use, exploit, disclose or divulge to anyone, except appropriate representatives of DISTRICT, any of CONSULTANT'S engineering Work Product, except as otherwise authorized with DISTRICT's express consent.

- J. Authorization - All officers and individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- K. Time of the Essence. Time is of the essence in the performance of this Agreement and each Task Order. Any breach of any time deadline or schedule by CONSULTANT is agreed by the parties to be a material breach of this Agreement, providing DISTRICT with termination rights under this Agreement, in addition to its rights to recover damages, regular, consequential or otherwise. The failure on the part of CONSULTANT to perform the Services within such time deadline or schedule when such failure is caused by acts beyond the control of CONSULTANT shall not be considered a breach of this Agreement and CONSULTANT shall be entitled to an extension of such time deadline or schedule accordingly.

ARTICLE VI. - CANCELLATION OF AGREEMENT OR SUSPENSION OF WORK

- A. This Master Agreement and/or subsequent Task Orders may be terminated in whole or in part in writing by either party for any reason, providing that no such termination may be effected unless the other party is given not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. This Master Agreement and/or subsequent Task Orders may be terminated in whole or in part in writing by DISTRICT for cause, effective immediately upon written notice of such termination to CONSULTANT, based upon the occurrence of any of the following events:
 - 1) Material breach of this Agreement, Task Order or Task by CONSULTANT;
 - 2) Cessation of CONSULTANT to be licensed, as required by law;
 - 3) Failure of CONSULTANT to substantially comply with any applicable federal, state or local law or regulation;
 - 4) Filing by or against CONSULTANT of any petition under any law for the relief of debtors; and,
 - 5) Conviction of CONSULTANT's principal representative or personnel of any crime other than minor traffic offenses.
- C. In the event the Master Agreement or subsequent Task Order(s) are terminated in whole or in part, CONSULTANT is to be fairly compensated for all approved Services performed under the terminated Task Order as of the termination date, provided that the total amount



of compensation paid to CONSULTANT does not exceed the Cost Ceiling set forth in the Task Order, and provided that the CONSULTANT delivers to the District all Work Product due for the Services completed through the termination date.

- D. Upon receipt of a Termination Notice by CONSULTANT from DISTRICT, an equitable adjustment shall be negotiated to provide payment to CONSULTANT for termination settlement costs reasonably incurred by CONSULTANT relating to obligations and commitments as a result of entering into this Master Agreement and the affected Task Order.
- E. Upon receipt of a Termination Notice, CONSULTANT shall (1) promptly discontinue all services affected (unless the Notice directs otherwise), and (2) deliver or otherwise make available to DISTRICT, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the services under the affected Task Order.

ARTICLE VII. – DISPUTES

- A. All disputes arising out of or relating to this Agreement or subsequent Task Orders, or the professional services rendered hereunder, shall be determined by arbitration in El Dorado County, California, before a sole arbitrator, in accordance with the laws of the State of California.
- B. The arbitration shall be administered by JAMS® pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.
- C. Costs and attorney's fees in said arbitration shall be borne in accordance with the terms set forth in Article V.H., above.

ARTICLE VIII. – SEVERABILITY AND WAIVER

- A. If any provision of this Agreement is held to be invalid and unenforceable, the remainder of this Agreement shall be valid and binding upon the parties, provided that the remainder of the Agreement can be interpreted to give effect to the intentions of the parties.
- B. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not invalidate this Agreement or be deemed to be a waiver with respect to any subsequent breach, default or matter.

ARTICLE IX. - ENTIRE AGREEMENT

- A. This Master Agreement and the subsequent Task Orders contain the entire understanding between the parties with respect to the subject matter herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.



- B. This Master Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other party, subject to the terms of Article V.G.

- C. The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect for a period no longer than 10 years, unless sooner terminated as provided herein. Any subsequent Task Orders that are scheduled to exceed the aforementioned duration shall require that this Agreement be renegotiated and executed prior to adoption of the Task Order.

ARTICLE X. – EXECUTION OF AGREEMENT.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate on the effective date first written above.

Richard H. Solbrig, General Manager/Engineer
South Tahoe Public Utility District

ATTEST: _____
Clerk of Board

By _____

