

**BROWNS VALLEY IRRIGATION DISTRICT**

**REQUEST FOR PROPOSAL**

**VIRGINIA RANCH DAM  
PART 12D INSPECTION  
and REPORT**



**PROPOSAL CLOSING DATE:  
October 10, 2023 at 1:00 pm**

The Browns Valley Irrigation District is seeking proposals from a qualified independent consultant (IC) to perform all work associated with the Federal Energy Regulatory Commission (FERC) Part 12D (Inspection by Independent Consultant), which includes the inspection and associated reports of the Virginia Ranch Dam as required.

Final selection will be based on the best value to the District, which is later described in Section IV: "Evaluation Criteria."

## I. BACKGROUND

The Browns Valley Irrigation District (BVID) is a local public agency located east of Marysville California that was formed in 1888 and covers an area of 55,000 acres. Its main service is the delivery of untreated water for irrigation and landscape uses to more than 1,400 water users. Other activities include hydroelectric generation and out-of-district water transfers, as well as an ongoing water delivery pipeline-expansion program to allow water to be delivered to currently unserved areas of the District.

The majority of the District's agricultural customers are served by way of ditches delivering water from Collins Lake, with a maximum capacity of 57,000 acre-feet of water impounded by the Virginia Ranch Dam. The Virginia Ranch Dam is an earthfill embankment with a height of 152 feet and a dam crest elevation of 1,197 feet. The total crest length is approximately 2,800 feet long, with Collins Lake Road running along its length. The project also includes a 995 KW hydroelectric plant located adjacent to its outlet works.

The District is required by CFR 18, Part 12, Subpart D (Part 12D) of the Federal Energy Regulatory Commission (FERC) regulations to have an independent consultant (IC) conduct five-year dam safety inspections and prepare safety evaluation reports for the District's Virginia Ranch Dam (Project), FERC Project No. 3075.

## II. SCOPE OF WORK

An independent consultant (IC), or a team of independent consultants, will provide services for conducting the ninth Part 12D safety inspection and preparation of the evaluation reports. The IC(s), and its team, if applicable, will provide civil engineering, engineering geology, and geotechnical engineering consultation services. The IC team must provide both an analytical and physical inspection of the Project. **The IC team must be approved by FERC to conduct inspections as described in Part 12D of the Commission's regulations.**

Both the inspections and reports must be complete by **July 1, 2024**. The Consultant will also be responsible for ensuring all associated reports are delivered to FERC no later than **July 21, 2024** on behalf of the District.

The site inspection and preparation of the report must follow and meet the requirements set forth by FERC (18 CFR Part 12, Subpart D). Consultant shall also review and respond to all recent correspondence from FERC. The required scope of work is more fully described in the January 20, 2023 Letter titled "Ninth Part 12D Report, for a Periodic Inspection of the Virginia Ranch Dam due by July 21, 2024" to the District from the FERC Office of Energy Projects, Division of Dam Safety and Inspections – San Francisco Regional Office, which is attached to and made a part of this RFP as Attachment A.

In addition to the FERC required components described herein and in Attachment A, the inspection and report must include the following items:

1. Review recommendations from the District's 2019 Part 12 Inspection Reports and evaluate the status of the items. If there are any outstanding recommendations, determine if those recommendations are still valid. If they remain valid, include in recommendations for the 2024 report, or describe reasoning behind the change.
2. Address FERC comments in their letter entitled "Annual Dam Safety Inspection Follow-up" which documented their findings from their August 10, 2023 annual inspection. **The District is currently waiting for this letter.**

The District expects to award one (1) contract for the duration beginning in October 2023 to August, 2024 with a not-to-exceed dollar limit.

### **III. PROPOSAL DOCUMENT INSTRUCTIONS**

Proposals should include the following:

1. A Cover Letter / Executive Summary - A brief statement as to the consultant's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement. Please also highlight any of the requirements in the Scope of Work that you are not able to perform or that would be subcontracted to others.
2. Contact Information for the point of contact responsible for providing the proposal and answering any questions in regards to the proposal.
3. A Signature of the person authorized to commit the vendor.
4. Licensing – All proposers must hold all legally-required licenses, certifications, and bonds. Proposers must provide proof of compliance with all such applicable requirements including a copy of any licenses or certifications that are necessary to perform the type of work to be conducted.
5. Insurance Coverage - Proof of General, Automobile, and Employer's Liability coverage, and continuous Workers Compensation coverage (either copy of previous insurance certificates or a letter from your provider stating the number of years of continuous coverage will suffice). See the sample insurance language in the attached draft professional services agreement that will be entered into between the District and successful proposer (Attachment B).
6. Detailed Estimate and Scope of Work – Consultant to provide a detailed cost estimate and scope of work that includes all work as indicated in Section I, any alternates, addendums, and any additional items that they feel should be addressed in their proposal.
7. References - Please provide references from three (3) clients for whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.
8. Additional Information - Any additional information that you feel should be included in your proposal including but not limited to specifics on how you plan on conducting services or any items that will provide more information to BVID on the services being proposed.

### **IV. EVALUATION CRITERIA**

BVID reserves the right to cancel this Request for Proposal for any reason without any liability to any Consultant or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. BVID makes no representation that any contract will be awarded to any respondent to this solicitation. BVID also reserves the right to reject any and all proposals at its sole discretion, and will not have any liability for proposers' costs of preparing and presenting their proposals. The contract, if awarded, will be awarded to a Consultant whose proposal is considered the best value to

BVID. Best value will be determined based on price, responsiveness, capability, and responsibility. The following factors will be evaluated to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the Consultant to provide the required services.
2. Consultant's understanding of the needs and objectives of BVID.
3. The qualifications of the Consultant and BVID's evaluation of the ability of the Consultant to comply with the terms of the RFP.
4. Reference and other pertinent checks of performance and responsibility.
5. Cost and other financial terms of proposal.
6. Fiscal soundness of Consultant.
7. Completeness and professionalism of submission.
8. Submissions which are deemed incomplete may be rejected as non-responsive.
9. Responsiveness means a Consultant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
10. A 'Responsible Consultant' shall mean a Consultant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
11. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to BVID.
12. Consultant's acceptance of all Contract Terms and Conditions, including any FERC requirements.

The result will not be determined based solely on price. Although price is a key factor, BVID will consider awarding the contract to the Consultant that meets the best interest of the BVID as interpreted by the BVID in its sole discretion.

BVID reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated into the final agreement for services.

## **V. PROPOSAL SUBMITTALS**

Please include the following with your proposal in this order:

1. Proposal to include all items indicated in Section III: "Proposal Document Instructions."
2. Consultant's Detailed Cost Estimate and Scope of Work incorporating all work as described in Section II: "Scope of Work."
3. Copy of all required or applicable licenses, certifications and insurance coverages.

## **VI. TERMS AND CONDITIONS**

1. Contract Term. The term of the agreement resulting from this solicitation will be for the period of one (1) year, or when the work is complete, whichever occurs sooner. BVID expects the work to be performed as expeditiously as possible.
2. Project Schedule. Upon receipt of proposals, and suitable review, BVID expects to select a Consultant. Actual work and work schedule will be coordinated with the General Manager or his/her designee.
3. Contract Form. BVID will expect to enter into an agreement with the awardee on a contract form prepared and approved by the District, as shown in Attachment B. The final contract also will incorporate the appropriate terms and conditions from this solicitation.

4. References. Proposal must include a Statement of Experience and three (3) references, including contact information from similar projects which we may contact as references.
5. Questions. All questions should be submitted to the contact below and should be submitted by email or in writing prior to **Monday, September 25, 2023**. Please send all emails to [kelly@bvid.org](mailto:kelly@bvid.org). BVID may issue responses to questions and addenda to this RFP if warranted and will provide all qualified proposers copies of all questions and responses and addenda.
6. Amendments and Addenda. It is the responsibility of the Consultant to ensure that its proposal includes responses to any addenda or notices issued by BVID.
7. If the awardee prepares plans and specifications for recommended repair work under a contract awarded under this RFP, the awardee will be prohibited from bidding on that work.
8. The District reserves the right to modify the anticipated timeline set forth in this solicitation. There will be no public opening of proposals. The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposers. This request for proposals does not obligate the District to award a contract. There is no expressed or implied obligation for the District to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request.
9. The District reserves the right to retain all submittals. Submission of a proposal indicates acceptance by the submitting Consultant of the conditions contained in this RFP, unless exceptions are clearly and specifically noted in the submittal and in the proposed contract between the District and successful proposer. After award, all proposals become public documents and are subject to disclosure by the District upon request.
10. Submittal Instructions. Submittals are due no later than **Tuesday, October 10, 2023 at 1:00 PM**. Before submitting a proposal, Consultant shall fully inform itself as to all terms, conditions, limitations and an addenda and shall include in the proposal a fixed and complete price sufficient to cover the cost of all work and materials identified therein. ONE hard copy of the proposal must be submitted in person, by mail or overnight courier in a sealed envelope, clearly marked "**BVID VRD Part 12 D**" to:

Browns Valley Irrigation District  
ATTN: BVID VRD Part 12 D  
P.O. Box 6  
Browns Valley, CA 95918

No proposals submitted by email or other electronic means will be accepted. Any proposals not delivered to the District's office by the above deadline will be accepted.

**ATTACHMENT A**

**JANUARY 20, 2023 FERC LETTER TO DISTRICT REGARDING  
NINTH PART 12D REPORT DUE JULY 21, 2024**

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

January 20, 2023

In reply refer to:  
P-3075

Ms. Kelly McNally  
General Manager  
Browns Valley Irrigation District  
Post Office Box 6  
Browns Valley, CA 95918

Subject: Ninth Part 12D Report, for a Periodic Inspection of the Virginia Ranch Dam, is due by July 21, 2024

Dear Ms. McNally:

This letter is to inform you that the Ninth Part 12D Independent Consultant's Safety Inspection Report (Part 12D Report) for the Virginia Ranch Dam, FERC No. 3075, is due to be submitted to this office by July 21, 2024.

**This letter contains important information about the required scope and contents of the Part 12D Report and reflects changes to the Commission's regulations that were implemented by Order 880 and went into effect on April 11, 2022. We encourage you to read this letter in its entirety, as well as the regulations and associated Guidelines.**

### **General Requirements**

Code of Federal Regulations (CFR) Title 18, Part 12, Subpart D establishes the Commission's Independent Consultant (IC) Inspection Program, also referred to as the Part 12D Program, and prescribes the scope of inspections, reports, qualifications of Independent Consultant Team (IC Team) personnel, and related procedures.<sup>1</sup> The Part 12D Program is implemented by the Commission's Office of Energy Projects, Division of Dam Safety and Inspections (D2SI). Chapter 16 of the Commission's Engineering

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<sup>1</sup> <https://www.ecfr.gov/on/2022-04-11/title-18/chapter-I/subchapter-B/part-12/subpart-D>

Guidelines for the Evaluation of Hydropower Projects (Engineering Guidelines) provides additional information related to the Part 12D Program.<sup>2</sup>

The list below shows several key components and deliverables that are required for this inspection:

- For the Ninth Part 12D Inspection, the IC Team must perform a **Periodic Inspection** (PI) as defined in 18 CFR § 12.31(e) and described in 18 CFR § 12.35.
- You must provide a **Part 12D Inspection Plan** in advance, including an **IC Team Proposal**, and obtain written approval from the Director, D2SI in advance of the Part 12D Inspection, as described in 18 CFR § 12.34.
- The IC Team must prepare a preliminary report, referred to as a **PI-Pre-Inspection Preparation Report** (PI-PIPR). The PI-PIPR must be submitted at least 30 days in advance of the field inspection, as described in 18 CFR § 12.42. Appendix 16-C of the Engineering Guidelines provides an outline for the PI-PIPR.
- The IC Team must document their findings in a final Part 12D Report, specifically a **Periodic Inspection Report** (PIR), which is described in 18 CFR § 12.36. The PIR must be submitted by July 21, 2024. Appendix 16-B of the Engineering Guidelines provides an outline for the PIR.
- You must provide a **plan and schedule for corrective measures** to address the IC Team’s recommendations, as required by 18 CFR § 12.41 and further described in Section 16-7 of the Engineering Guidelines.

### **Project Development(s) Requiring Inspection**

The applicability of 18 CFR Part 12, Subpart D is based on project developments as defined in 18 CFR 12.3(b)(7). A project development comprises “an impoundment and its associated dams, forebays, water conveyance facilities, power plants, and other appurtenant facilities.” For this PI, the following project developments require inspection:

- Virginia Ranch Dam

### **Timeline of Activities**

The table below shows the timing of some major milestones in the PI process. Shortly after issuance of this letter, Commission staff will contact you to schedule the initial coordination call; Enclosure 1 provides an agenda for that call.

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<sup>2</sup> [https://elibrary.ferc.gov/eLibrary/filelist?accession\\_number=20211216-3085](https://elibrary.ferc.gov/eLibrary/filelist?accession_number=20211216-3085)



<b>Milestone</b>	<b>Timing</b>
Initial Coordination Call ( <i>Licensee and FERC</i> )	Within approximately 30 days of the date of this letter
Submit the Part 12D Inspection Plan to the FERC	180 days in advance of the field inspection
Second Coordination Call ( <i>Licensee, IC Team, and FERC</i> )	Within approximately 6 weeks after approval or conditional approval of the IC Team
Submit the PI-PIPR to FERC	At least 30 days before the field inspection
Field inspection ( <i>Licensee, IC Team, and FERC</i> )	<i>Dates as scheduled in the Part 12D Inspection Plan</i>
Submit the PIR to FERC	July 21, 2024
Submit the plan and schedule to address the IC Team’s recommendations	Within 60 days after the PIR is submitted

### **Approval of the Independent Consultant Team and the Part 12D Inspection Plan**

You are required to submit a Part 12D Inspection Plan at least 180 days in advance of the first IC Team activity; since you are to perform a Periodic Inspection, the first activity is the site inspection.<sup>3</sup> The Part 12D Inspection Plan must describe the scope and schedule of the inspection activities and include an IC Team Proposal, which must:

- Identify the required technical disciplines for IC(s) and supporting team members;
- Identify the proposed IC(s) and demonstrate that they meet the requirements of 18 CFR § 12.31(a);
- Demonstrate that the IC Team collectively has the required “experience and expertise with dam design, construction, and in the evaluation and assessment of the safety of existing dams, commensurate with the scale, complexity, and relevant technical disciplines of the project and type of review, inspection, and assessment being performed;”<sup>4</sup> and
- Address any potential conflicts of interest that may exist, specifically in regard to the requirement in 18 CFR § 12.34(b)(3), which prohibits any member of the IC Team from reviewing their own previous work.

You are required to obtain written approval of the proposed IC Team from the Director, D2SI prior to the performance of the Part 12D Inspection.<sup>5</sup> File the Part 12D

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<sup>3</sup> 18 CFR § 12.34(b)

<sup>4</sup> 18 CFR § 12.31(b)

<sup>5</sup> 18 CFR § 12.34(a)

Inspection Plan, including the IC Team Proposal, using the Commission's eFiling system with the following address block on your transmittal letter:

Mr. David Capka, P.E., Director  
Division of Dam Safety and Inspections  
Federal Energy Regulatory Commission  
Office of Energy Projects

You can access the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. During eFiling make the following menu selections: Hydro: Dam Safety; Washington, DC; and Independent Consultant Approval Request. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Section 16-3.3 of the Engineering Guidelines provides additional information related to the Part 12D Inspection Plan and IC Team Proposal. Please note that you may provide the name(s) and resume(s) of any supporting members of the IC Team in the Pre-Inspection Preparation Report (discussed below) instead of the IC Team Proposal, which provides flexibility for assigning subject matter experts closer to the inspection.<sup>6</sup>

### **Review of Prior Reports**

The IC Team must “review and consider all relevant reports on the safety of the development made by or written under the direction of Federal or state agencies, submitted under Commission regulations, or made by other consultants,” and “must perform sufficient review to have, at the time of the [inspection], a full understanding of the design, construction, performance, condition, downstream hazard, monitoring, operation, and potential failure modes of the project works.” As the licensee, you are responsible for “[providing] to the independent consultant team all information and reports necessary” to fulfill these requirements.

### **Pre-Inspection Preparation Report**

At least 30 days prior to the first in-person IC Team activity (field inspection), you are required to submit a preliminary report (the PI-PIPR) documenting the initial findings from the IC Team's review of project documentation, instrumentation data, and other information.<sup>7</sup> We will review the PI-PIPR to evaluate whether the IC Team has an adequate understanding of project features and determine whether the inspection activities can proceed as scheduled. If the name(s) and resume(s) of any supporting members of the IC Team were not provided in the Part 12D Inspection Plan, they must be

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<sup>6</sup> 18 CFR § 12.34(b)(4)

<sup>7</sup> 18 CFR § 12.40(f)

provided in the letter transmitting the PI-PIPR. Section 16-4 of the Engineering Guidelines contains additional information regarding PIPRs.

**If you do not submit the PI-PIPR in a timely manner, or if the PI-PIPR does not clearly demonstrate that the IC Team has performed the necessary level of preparation, we may require postponement of the in-person IC Team inspection activities.** Regional Office staff will review the PI-PIPR and determine whether it is acceptable, generally acceptable, or unacceptable, as described in Section 16-4.1 of the Engineering Guidelines. If the PI-PIPR is acceptable or generally acceptable, the Part 12D Inspection may proceed as scheduled, though we may request follow-up action(s) to be completed prior to the first activity. If the PI-PIPR is unacceptable, the Part 12D Inspection will be postponed, and that postponement will not constitute good cause for an extension to submit the PIR. If the Regional Engineer does not issue a letter within two weeks after the PI-PIPR is submitted, the PI-PIPR will be deemed acceptable by default.

### **Field Inspection**

The scope of any Part 12D Inspection includes “a physical field inspection of accessible project works, including galleries, adits, vaults, conduits, earthen and concrete-lined spillway chutes, the exterior of water conveyances, and other non-submerged project features that may require specialized access to facilitate inspection.” Section 16-5.3.1 of the Engineering Guidelines contains additional details regarding inspection of the reservoir rim and spillway chutes; observation of gate operations; and the review of special inspection reports.

You must provide a schedule for the field inspection to the Regional Office in advance of the inspection. If the IC Team intends to split into smaller groups to inspect multiple project features simultaneously, you must inform us well in advance. Typically, Regional Office staff will accompany the IC Team during the field inspection, and we will need to ensure that we send sufficient personnel to observe the project features with the IC Team. Any special access procedures and safety equipment should be identified ahead of time so that everyone attending the field inspection can prepare accordingly.

### **Potential Failure Modes Analysis and Risk Analysis Not Required**

The scope of a PI **does not** include a Potential Failure Modes Analysis (PFMA) or Level 2 Risk Analysis (L2RA). The IC Team is still responsible for reviewing the most recent PFMA so they understand each identified PFM prior to the inspection and evaluate “whether any inspection observations or other conditions indicate that an unidentified potential failure mode is active, developing, or is of sufficient concern to warrant development through a supplemental potential failure mode analysis.”<sup>8</sup>

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<sup>8</sup> 18 CFR § 12.36(b)(3)

## **Periodic Inspection Report**

By the due date shown above, you are to submit the IC Team's PIR to this office. Section 16-5 of the Engineering Guidelines contains additional information about the documentation required in each section of the PIR. Please note the following specific requirements that are important for you and the IC Team to fully understand:

- **Incorporation by Reference.** The regulations implemented by Order 122 (January 28, 1981) permitted the incorporation by specific reference to a previous Part 12D Report if the conditions, assumptions, and available information had not changed. **This is not permitted under the regulations that were implemented by Order 880 and which went into effect on April 11, 2022.** The IC Team must document their own interpretation and evaluation in each section of the PIR, where required.
- **Evaluation of Performance.** The evaluation of the performance of project works must be an independent interpretation based on the IC Team's visual observations and review of instrumentation data and surveillance reports. The IC Team may not rely entirely on previous interpretations or state that a particular condition or instrumentation data does not indicate a potential issue simply because it is not changing over time. The evaluation must clearly address the identified PFMs as well as whether any previously unidentified PFMs may be active or developing.
- **Recommendations.** For each corrective measure the IC Team provides in the PIR, they are also required to provide their recommendation of a reasonable time for the Licensee to carry out the corrective measure.

## **Corrective Measures – IC Team Recommendations and Licensee Plan and Schedule**

Within 60 days of submitting the Part 12D Report, you must submit your plan and schedule for addressing any recommendations provided by the IC Team.<sup>9</sup> Your plan may include any proposal, including taking no action, that you consider a preferred alternative to any corrective measures recommended by the IC Team, and you may not concur with the IC Team's recommended time to complete each corrective measure. However, it is your responsibility to provide complete justification in support of your preferred alternative, and the Regional Engineer may require modifications to your proposed plan and schedule.<sup>10</sup> You must submit an annual report documenting the status of the corrective measures until all have been completed.<sup>11</sup>

If during the course of their inspection, the IC Team discovers any condition for which emergency corrective measures are advisable, the IC Team must notify you immediately and you must notify the Regional Engineer pursuant to 18 CFR § 12.10(a).<sup>12</sup>

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<sup>9</sup> 18 CFR § 12.41(a)(1)(i)

<sup>10</sup> 18 CFR § 12.4(b)(2)(iii)(C)

<sup>11</sup> 18 CFR § 12.41(a)(2)

<sup>12</sup> 18 CFR § 12.41(b)

## Closing

The Commission's dam safety program is a cooperative process that includes the Licensee, the IC Team, and the FERC. The most important of the three elements is the Licensee, as you operate the project, see the project on a regular basis, and are responsible for the performance monitoring program used to determine if any potential failure modes are developing. It is your responsibility as the Licensee to submit the Part 12D Report to the FERC and ensure that the Part 12D Report meets the requirements of the Commission's Regulations and the Engineering Guidelines before it is submitted. The Part 12D Report is a FERC requirement but is also a valuable resource for you as the dam owner.

Except for the Part 12D Inspection Plan, which is discussed above, file the Part 12D Report and other related submittals using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. When eFiling, select Hydro: Dam Safety and San Francisco Regional Office. If you are also filing an STID and Digital Project Archive (DPA), both the STID and DPA must be eFiled by selecting Hydro: Dam Safety and San Francisco Regional Office. You must also submit one hard copy of the STID to this office. Both the electronic and hard copy must be entire copies of the STID, do not send individual pages or sections. If the DPA cannot be eFiled, contact the project engineer to discuss options for transmitting the DPA to the Commission. For more information on transmitting the DPA, see Chapter 15 of the Engineering Guidelines here: <https://www.ferc.gov/industries-data/hydropower/dam-safety-and-inspections/eng-guidelines>. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

If you have any questions regarding this letter or Enclosures, please do not hesitate to call me at (415) 369-3318. Your support is critical for ensuring the safety of your project and I am available to discuss any concerns or comments that you may have.

Sincerely,

**Frank L Blackett, P.E.**

Digitally signed by Frank L Blackett,

P.E.

Date: 2023.01.20 10:14:12 -08'00'

Frank L. Blackett, P.E.  
Regional Engineer

Enclosures:

1. Initial Coordination Call Agenda
2. Second Coordination Call Agenda
3. Outline for the PIR and PI-PIPR

**Initial Coordination Call Agenda**

1. General Requirements
  - a. Regulations
  - b. Guidelines
  - c. Scope of inspection
  
2. Overview of Changes to Part 12D Inspections
  - a. Detailed review of prior information
  - b. Incorporation by reference – **not permitted**
  
3. Licensee's Role
  - a. Internal processes to scope the Part 12D Inspection
  - b. Prepare and submit Part 12D Inspection Plan and IC Team Proposal
  - c. Provide required information/documentation to IC Team
  - d. Coordinate logistics (to be discussed in detail during Second Coordination Call)
  - e. Submit IC Team's PI-PIPR to FERC
  - f. Attend inspection
  - g. Submit IC Team's PIR to FERC
  - h. Review IC Team's recommendations; develop plan and schedule to address the recommendations and submit to FERC
  
4. Project-Specific Discussion
  - a. Outstanding issues/concerns
  - b. Initial thoughts – potential technical disciplines required
  - c. Estimated timeframe for inspection

**Second Coordination Call Agenda**

1. General Requirements

- a. Regulations
- b. Guidelines
- c. Scope of inspection

2. IC Team's Responsibilities

- a. Detailed review of prior information
- b. Prepare PI-PIPR and provide to the Licensee
- c. Perform inspection
- d. Prepare PIR and provide to the Licensee
  - i. Include recommendations and reasonable timeframe for the Licensee to complete each
- e. Incorporation by reference – **not permitted**

3. Preliminary Logistics

- a. Field inspection

### Enclosure 3: Outline for the PIR and PI-PIPR

The outline on the following pages can be used for both the PIR and PI-PIPR. For sections that do not require content in the PI-PIPR, the IC Team can leave the heading in place and add a note that the section is retained as a placeholder for use in the PIR. Refer to Appendices 16-B and 16-C of the Engineering Guidelines for additional details regarding the required contents of each section for a PIR and a PI-PIPR, respectively.



**SECTION 1: FINDINGS AND RECOMMENDATIONS**

- 1.1 General Conditions and Evaluation of Performance**
- 1.2 Potential Failure Modes and Risk**
- 1.3 Review and Evaluation of Dam and Public Safety Programs**
  - 1.3.1 Owner's Dam Safety Program**
  - 1.3.2 Dam Safety Surveillance and Monitoring Program**
  - 1.3.3 Hazard Potential Classification**
  - 1.3.4 Emergency Action Plan**
  - 1.3.5 Public Safety Plan**
  - 1.3.6 Operations and Maintenance**
- 1.4 Recommendations**

**SECTION 2: DESCRIPTION OF PROJECT FEATURES AND OPERATIONS**

**2.1 Location and Purpose**

**2.2 Description of Project Features**

**2.3 Summary of Operations**

**SECTION 3: PROJECT STATUS**

**3.1 Modifications to Project Works**

**3.2 Modifications to Project Operations**

**3.3 Recommendations of Previous Independent Consultants**

**3.4 Outstanding/Ongoing Studies**

**3.5 Completed Studies**

**3.6 Summary of Operations and Maintenance Programs**

**3.7 Previously Identified PFMs**

**SECTION 4: FIELD INSPECTION OBSERVATIONS AND INTERPRETATION OF MONITORING DATA**

**4.1 General**

**4.2 [Name of Project Feature 1]**

**4.2.1 Field Inspection Observations**

**4.2.2 Review and Evaluation of Instrumentation Data and Surveillance**

**4.2.3 Evaluation with Respect to Potential Failure Modes**

**4.2.4 Conclusion**

**4.3 [Name of Project Feature 2]**

**4.3.1 Field Inspection Observations**

**4.3.2 Review and Evaluation of Instrumentation Data and Surveillance**

**4.3.3 Evaluation with Respect to Potential Failure Modes**

**4.3.4 Conclusion**

**4.4 [Name of Project Feature 3, 4, etc.]**

**4.5 Overall Interpretation of Instrumentation Data**

**SECTION 5: REVIEW AND EVALUATION OF DAM AND PUBLIC SAFETY PROGRAMS**

**5.1 Owner's Dam Safety Program**

**5.2 Dam Safety Surveillance and Monitoring Program**

**5.3 Hazard Potential Classification**

**5.4 Emergency Action Plan**

**5.5 Public Safety Plan**

**5.6 Operations and Maintenance**

Enclosure 3: Outline for the PIR and PI-PIPR

**APPENDICES FOR THE PERIODIC INSPECTION REPORT**

**Appendix A: FERC Letter Requiring Part 12D Inspection**

**Appendix B: FERC Letter Approving Part 12D Inspection Plan and IC Team**

**Appendix C: Project Figures**

**Appendix D: Instrumented Monitoring Data Plots**

**Appendix E: Inspection Photographs**

**Appendix F: Inspection Checklists and/or Field Notes**

**Appendix G: Operation and Maintenance Documentation**

**ATTACHMENT B**  
**FORM SERVICES AGREEMENT**

**AGREEMENT BETWEEN BROWNS VALLEY IRRIGATION DISTRICT  
AND \_\_\_\_\_ FOR PROFESSIONAL SERVICES  
RELATING TO PREPARATION OF FERC PART 12D REPORT**

This Agreement is entered into as of the date last signed and dated below by and between Browns Valley Irrigation District, a local government agency (“District”), and \_\_\_\_\_, a \_\_\_\_\_ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Contractor a fee based on ***[check one]***:

\_\_\_ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

\_\_\_ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$\_\_\_\_\_ ***[delete this sentence if not applicable]***. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously



as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

***[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]***

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any

manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

## **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-

standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## 8 Confidentiality of Information

*[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]*

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

## 9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid

to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: \_\_\_\_\_

d. *[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]* Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

## 10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an

Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to

District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Browns Valley Irrigation District  
Attn: Kelly McNally, General Manager  
Browns Valley Irrigation District  
9370 Browns Valley School Rd.  
P.O. Box 6  
Browns Valley, CA 95918  
E-mail: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature



complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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BROWNS VALLEY IRRIGATION DISTRICT:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly McNally  
General Manager

***[Name of Contractor]:***

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
***[Name/Title]***



**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT B**

**CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATE**

To: Browns Valley Irrigation District

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this Contract.

For Contractor:

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_