



**El Dorado Irrigation District
2890 Mosquito Rd.
Placerville, CA
95667**

Request For Proposals

To:

RFP # 2010-01

Notice is hereby given that sealed proposals will be received at the El Dorado Irrigation District General Services & Purchasing Office, until 3:00 PM local time, at which time they will be publicly opened and read for furnishing and delivering:

Temporary Employee and Payroll Services

Submittal Deadline: March 29, 2010, 3:00 pm local time

Edward Ruiz, Buyer II

Telephone: (530) 642-4125

Fax: (530) 642-4525

E:mail: eruiz@eid.org

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Section I. PROPOSAL INSTRUCTIONS & INFORMATION

PROPOSAL DEADLINE

The receiving time in the General Services & Purchasing Office (the **Receiving Office**), will be the governing time for acceptability of proposals. El Dorado Irrigation District (District) will not accept proposals by telephone, email, or facsimile machine. All proposals must bear original signatures and figures.

Proposer is responsible for dispatching its sealed proposal sufficiently early to reach the **Receiving Office** before the **Submittal Deadline**. The **Receiving Office** will not accept proposals received after the proposal Submittal Deadline.

PROPOSAL DELIVERY

Proposer must deliver its sealed proposal by the **Submittal Deadline** to the *Receiving Office*:

El Dorado Irrigation District
General Services / Purchasing
2890 Mosquito Rd
Placerville, CA 95667

If the Proposer uses an overnight or similar mailing or delivery service to submit a proposal, the proposal must be in a separate sealed envelope inside the mailing or delivery service envelope.

Proposer must label its proposal with the Proposal Number, Submittal Deadline, and Attention: Edward Ruiz.

***DO NOT** use a mailing or delivery service envelope as the means to seal a proposal. The District is not responsible for proposals that are unidentified and opened before the deadline. They may be automatically rejected.*

PROPOSAL FORMS

Proposer must submit its proposal using forms supplied by the District. Proposer may request/obtain forms at:

Telephone: (530) 642-4125
Facsimile: (530) 642-4525
Internet: www.eid.org /Projects and Contracts

PROPOSAL OPENING AND PROPOSAL RESULTS

The Receiving Office will publicly open the proposals. The District invites and encourages all proposers and other interested parties to attend the proposal opening. Shortly after the proposal opening, the District will provide copies of a brief tabulation of Proposal results.

PROPOSAL WITHDRAWAL

Proposer may withdraw its proposal by written request to the Receiving Office before the Submittal Deadline. After that time, proposer may not withdraw its proposal for a period of ninety (90) days from the Submittal Deadline.

INFORMED PROPOSERS

Before submitting its proposal, proposer must fully inform itself of the terms, conditions, and specifications of the items or services required. Failure to do so will be at proposer's own risk and it cannot secure relief on the plea of error.

LATE PROPOSALS

Proposals the Receiving Office does not receive by the Submittal Deadline are late. The Receiving Office will return late proposals to the proposer(s) unopened.

UNIT PRICES & NOTATIONS, MISTAKES, AND CONFLICTS

Prices. Proposer must state prices in units and quote items separately. In cases where it is possible to do so, and beneficial to the District, award(s) may be split to differing proposers for items solicited in multiples of two or more, or that are specified differently, whether or not the District requests individual total proposal price(s) for each item(s). Proposer must write all prices and notations indelibly (i.e., not in pencil or erasable pen).

Mistakes. Proposer may cross through mistakes and make corrections by typing or printing adjacent to the mistakes, and then initial in ink.

Conflicts. Where there are conflicts between unit prices and extended prices, unit prices will govern. Where there are conflicts between words and figures, words will govern.

DISCOUNT PAYMENT TERMS

The District will consider in its award decision, discounts payment terms of twenty (20) days or more from receipt of invoice, provided that proposer clearly indicate such discounts in its proposal. Where proposer does not indicate discount payment terms on its proposal, the District will take it to mean that proposer does not offer discount payment terms, and therefore the payment will be considered net 30 days after receipt of invoice.

QUESTION DEADLINE

Proposers shall notify the Receiving Office promptly of any error, omission, or inconsistency that it discovers during its examination of the solicitation. Proposer must make requests for interpretation, correction, or clarification in writing to Edward Ruiz, Buyer II at EID, General Services & Purchasing Office, 2890 Mosquito Road, Placerville, CA 95667, email:er Ruiz@eid.org; fax: (530) 642-4525. ***Requests for interpretation must arrive at least five (5) working days before the Submittal Deadline.*** Because of time constraints and in fairness to all proposers, the Buyer II cannot address requests received within five days of the submittal deadline. The District reserves the right to decline a response to any question if, in the District's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the District will be made available to all proposers. Proposer should include with its request its company name, address, phone, fax number, email address, and contact person.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS

The District will make clarifications, corrections, or changes, to the solicitation documents by Addendum ***only***. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the solicitation documents. Addendum will be sent to all known solicitation holders. It is the proposer's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by the Addendum.

TERMS

The District's acceptance of Proposer's offer shall be limited to the terms herein, including all attachments hereto, unless expressly agreed in writing by the District's authorized representative. Proposals offering terms other than those shown herein may be declared non-responsive and may not be considered. By submission of a signed proposal, proposer consents to be bound by all terms and conditions set forth in the pages of this solicitation and all attachments hereto, including without limitation the Purchase Order Terms and Conditions (and insurance requirements attached thereto).

COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Proposer hereby agrees that the goods or services offered will meet all the requirements of the specifications or scope of services in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications," which must be signed by Proposer's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement may be considered non-responsive. The District reserves the right not to accept any exceptions to the specifications. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, local and other laws relative thereto.

NOMENCLATURES

The terms Successful Proposer, Supplier, Vendor, Bidder, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

REJECTION OF PROPOSALS

The District reserves the right to reject any or all proposals or any part of a proposal and/or to reissue this solicitation. The District reserves the right to reject the proposal of any proposer who previously failed to perform adequately for the District or any other governmental agency. Proposers whose proposals include a significant failure to comply with the specifications and requirements may be dropped from the evaluation process. The District maintains the sole-right to define what the level of significant failure shall be.

SAFETY

All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

TAXES, FEDERAL EXCISE

The El Dorado Irrigation District is exempt from Federal Excise Tax per Title 26 of the United States Code, Internal Revenue Service Code §4221.

WAIVER OF INFORMALITIES

The El Dorado Irrigation District reserves the right to waive informalities or technicalities in proposals.

PROPOSAL EVALUATION

All proposals will be evaluated by an evaluation team consisting of District staff. Each proposal will be awarded a maximum of 50 points.

PROPOSAL EVALUATION STRUCTURE

	<u>Maximum Points</u>
Qualifications and Experience	15
Customer Service	15
Proposed Pricing	20
	Total Possible Points
	50

PROPOSAL SELECTION

The award of contract may be made to the proposer whose proposal best meets the District’s requirements and represents the best value to the District. The District will determine which proposal is the best value and whether it is in the interest of the District to accept the proposal. The District reserves the right to request additional written or oral information from Proposer(s) in order to obtain clarification of their response(s). The District reserves the right to choose to request from Proposer(s) interviews or clarifications on any item(s) including minor exceptions, irregularities, or errors submitted by the Proposer during the proposal evaluation process. In the event interviews are conducted with any Proposer, information provided during the interview process shall be taken into consideration for evaluation. The District may chose to request negotiations on any item(s) contained in the proposal belonging to the Proposer awarded the highest number of evaluation points. The judgment of the District as to which proposal meets the District’s requirements and results in the lowest overall cost shall be final.

SIGNATURES

All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

ADDITIONAL FEES, REGISTRATIONS, & DELIVERY

Proposer is responsible for all fees and costs relating to the transportation of goods, performance of services, required registration, licensing, or other related fees. The proposal price must reflect all and any such required costs. Any required licensing and or registration type obligations must be sufficiently completed at the time of delivery so the goods or services can be immediately put to use for their intended purpose. These costs, licensing, or registrations are not limited to hauling, trucking fees, shipping, transportation, drive-time, vehicle or equipment registration fees, disposal fees, certifications, special taxes. An exception is made only if costs are clearly required to be listed separately, or if specified differently.

End of Section 1.

Section 2. GENERAL SPECIFICATIONS AND PROPOSAL REQUIREMENTS

The District is seeking proposals for temporary employee and payroll services in the areas of clerical/finance, park maintenance/ranger, and utility worker/meter technician to be used on an as-needed basis throughout the District. The District expects to receive temporary employees that are skilled and capable of fulfilling these positions. The following is a list of the required positions.

Required Positions:

- a. **Finance Assistant I:** \$10.00-\$12.00/hour pay scale. Under supervision performs responsible clerical work involving financial record keeping and customer service; reviews, researches and reconciles utility bills; processes invoices; processes financial and statistical documents such as accounts payable, accounts receivable, and purchase orders; and receives and reconciles revenues and disbursements.
- b. **Construction & Maintenance Worker I:** \$10.00/hour pay scale. Under supervision performs a variety of maintenance and construction tasks associated with the installation, repair and maintenance of water distribution and collection systems, canals and water conveyance system used for the operation of the hydroelectric power plant, irrigation ditches, and lakes; and operates light and moderately heavy power driven equipment.
- c. **Meter Technician I:** \$10.00-\$12.00/hour pay scale. Under supervision performs field service activities related to reading, collecting, and recording water meter consumption data; interacts with customers and responds to customer concerns in the field; and tests, repairs, and upgrades/replaces water meters.
- d. **Park Ranger Aid I:** \$9.00-\$12.00/hour pay scale. Under supervision performs patrol of District recreational areas and related facilities to ensure visitor compliance with rules and regulations; performs maintenance and repair of recreational facilities, trails, and waterways; and responds to situations requiring emergency assistance.
- e. **Utility Worker:** \$10.00 to \$12.00/hour pay scale. Under general supervision performs field duties to ensure that District hypalon reservoir covers are in proper condition, accessible and free of contaminants; adjusts irrigation time clocks; and performs routine landscape maintenance functions.

Proposal Requirements

1. **Pay Scales.**
The hour pay scales noted in the required positions are what the District expects the agency to pay temporary employee staff. These pay scales are intended to indicate a level of service and knowledge the District expects from the temporary employees that fill these positions. Please indicate in your proposal the pay scales you intend to use for these required positions.
2. **Business Practices.**
Describe the business practices your organization follows to establish and maintain a continuing successful working relationship with its customers.

3. **Recruiting.**
Describe the methods used to obtain temporary employee staff.
 - a. Recruiting
 - b. Screening.
 - c. Testing.
 - d. Interview procedures.

4. **Response Time.**
Describe your average response time on filling orders.

5. **Replacement Policy.**
Provide your process and/or policy regarding replacing a temporary employee (temporary employee calls in sick, doesn't show up, does not meet job expectations, is lacking necessary skills, etc.).

6. **Temporary Agency Employees.**
Provide documentation indicating all temporary employees provided through your agency are:
 - a. Your agency's employees.
 - b. Provided appropriate payroll withholdings as required by all federal, state, and local laws.

7. **Temporary Employee Benefits.**
Provide information concerning the following benefits you provide to your temporary employees. Include any other benefit(s).
 - a. Health benefits.
 - b. Overtime pay.
 - c. Paid vacation.
 - d. Paid holidays.

8. **Background Checks.**
Provide information and documentation indicating the type of background checks you perform for temporary employees; include the name of the companies used.

9. **Drug-free Workplace, Drug Screening, and Pre-Employment Physicals.**
Provide information indicating your agency:
 - a. Provides a drug-free work place requirement for temporary employees as required by all federal, state, and local laws.
 - b. Practice for drug-screening temporary employees; indicate which medical or related office(s) are used.
 - c. Type(s), if any, of pre-employment physicals you require for temporary employees; indicate which medical office(s) used.

10. **Staffing Report.**

The Agency will be required to provide a detailed monthly temporary staffing report and must include at least the following information:

- a. Name of employee.
- b. District department in which the temporary employee worked.
- c. Start and end dates (or anticipated end date).
- d. Applicable hourly rate.
- e. Total number of hours worked per month, per employee.

Please include a sample of this type of report with your proposal.

11. **Conversion Policy and Rate**

Please include your agency conversion policy and rate(s).

12. **Temporary Employee Positions**

Include a complete list of all positions your agency has available and include the mark-up rate for each position.

13. **Agency Qualifications & Experience.**

The following relates to agency staff and not to temporary employees.

- a. Indicate the number of staff members in your temporary agency.
- b. Include their individual bios.
- c. Indicate your methodology used to fill an order.
- d. Describe your ability and success rate at placing long-term temporary assignments.
- e. Describe the types of positions you most commonly fill and their corresponding hourly pay rates.
- f. Indicate your agency's ability to successfully fill the District's required positions.
- g. Include your hours of business.

14. **References.**

Please provide a reference list of three (3) clients similar to the District in size and scope in which you have provided the same and/or similar temporary employee services.

Staffing Confirmation

Upon filling an order the agency must provide the billing rate and mark-up percentage of each temporary employee and confirm with the District (preferably by e-mail).

Invoicing

Invoices must indicate: 1) Name of the employee. 2) The District department in which the employee worked. 3) Start and end date. 4) Applicable hourly rate. 5) Numbers of hours worked.

End of Section 2.

Section 3. OUTLINE REQUIREMENTS FOR PROPOSAL SUBMITTAL

Please title each portion of your proposal with the corresponding Proposal Requirements item. For example, information supplied in a proposal as Item **1. Pay Scales** shall be clearly titled **Item 1. Pay Scales**. Please check the boxes below indicating which items your proposal includes and attach this page as a cover sheet:

- 1. Pay Scales.....
- 2. Business Practices.....
- 3. Recruiting.....
- 4. Response Time.....
- 5. Replacement Policy.....
- 6. Temporary Agency Employees.....
- 7. Temporary Employee Benefits.....
- 8. Background Check.....
- 9. Drug-free Workplace, Drug Screening, and Pre-Employment Physicals.....
- 10. Staffing Report.....
- 11. Conversion Policy and Rate.....
- 12. Temporary Employee Positions
- 13. Agency Qualifications and Experience.....
- 14. References.....

In addition, please include the completed:

- Section 4. Cost Proposal Sheet.....
- Section 5. Signature Page.....
- Section 6. Insurance Requirements, Page 1.....
- Section 7. Non-Collusion Affidavit.....

Agency Name _____.

End of Section 3.

Section 4. COST PROPOSAL SHEET

<u>Position</u>	<u>Estimated Hours per Year</u>	<u>Proposed Hourly Rate</u>	<u>Mark-Up % Rate</u>	<u>Hourly Total</u>
Finance Assistant I	2,000	\$ _____	_____	\$ _____
Construction & Maintenance Worker I	2,000	\$ _____	_____	\$ _____
Meter Technician	2,000	\$ _____	_____	\$ _____
Park Ranger Aid I	2,000	\$ _____	_____	\$ _____
Utility Worker	2,000	\$ _____	_____	\$ _____
Total Proposal Amount			\$ _____	

Total Proposal Amount written in words:

Proposed Hourly Rate. This rate must reflect all costs including applicable taxes, payroll withholding requirements, and agency mark-up rate for each position and constitute the entire cost to the District for each hour purchased for the length of year one of the contract.

Mark-Up % Rate. This information must indicate the mark-up % rate for the position that has already been included in the Proposed Hourly Rate.

Hourly Total. This sum must equal the Proposed Hourly Rate multiplied by the Estimated Hours per Year.

Payroll Services.

The District may at times request the agency to supply pay-roll services for individuals referred to the agency by the District to be assigned to the District.

Please indicate in percentage your payroll service fee _____%.

The contract term will be for an initial one-year period with the option to renew for two, one-year extensions. Please indicate below your escalation(s) in percentage, if any, for the two additional years.

Proposed Hourly Rate escalation for year two (2) _____% X Total Bid Amount \$ _____.

Proposed Mark-Up % Rate escalation for year two (2) _____%.

Proposed Hourly Rate escalation for year three (3) _____% X Total Bid Amount \$ _____.

Proposed Mark-Up % Rate escalation for year three (3) _____%.

Name of Authorized Representative

Signature of Authorized Representative

Date

End of Section 4.

Section 5. SIGNATURE PAGE
RFP 2010-01 Temporary Employee and Payroll Services

The Estimated Hours per Year indicated on the Cost Proposal Sheet is only an estimate of what the District may require and is not a commitment. The District does not guarantee to purchase any specific quantity of service hours and no price adjustments for differences between estimated and actual quantities will be allowed.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the El Dorado Irrigation District the above Temporary Employee and Payroll Services, the specified service(s) at the prices shown on the Cost Proposal Sheet and under the terms and conditions, appendices herein, attached, or incorporated by reference. Please check your calculations before submitting your proposal; the El Dorado Irrigation District will not be responsible for Proposer miscalculations. Proposal price(s) are valid for (90) ninety days.

Proposer's Acknowledgement Of it's Understanding Of The Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda. Proposer hereby acknowledges receipt of Addenda Number(s), _____, _____, _____.

Name of Authorized
Representative

Title of Authorized Representative

Company Name

Address

City

State

Zip Code

Telephone Number

Cell Number

Fax Number

E-mail

Signature of Authorized Representative

Date

End of Section 5.

Section 6. INSURANCE REQUIREMENTS (page 1 of 2)

**Please include your company liability insurance contact:
(This information is necessary should Proposer be considered for award).**

Name _____ Title _____

Telephone Number _____ Fax Number _____

E-mail _____

Please initial here as an indication your Agency understands and can fulfill these requirements _____.

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers' Compensation Insurance

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

1.4 Professional Liability Insurance

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

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

2.1 **Status of El Dorado Irrigation District as Additional Insured.**

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

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

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

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

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

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

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

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

End of Section 6.

Section 7. NON-COLLUSION AFFIDAVIT

Public Contract Code §7106
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

State of CALIFORNIA

ss.

County of _____

_____, being first duly sworn, deposes and says that he or she is

_____ Owner or President of _____
Name of Proposal, the party making the foregoing Proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing, and that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of Proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the El Dorado Irrigation District, or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed under penalty of perjury under the laws of the State of California:

(Name of Proposer)

(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

(If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Proposer [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

End of Section 7.

Section 8. ADDITIONAL TERMS & CONDITIONS (page 1 of 3)

(These Terms and Conditions are issued with District Purchase Orders and are part of all contract agreements)

1. Purchase Order (“Order”) Force and Effect. El Dorado Irrigation District (“Purchaser”) is not responsible for goods or services (collectively, referred to as “Services”) rendered without the authority of an order on this form. This Order shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Order (and all attachments hereto, and associated Proposal solicitation terms and conditions issued by Purchaser, if applicable) constitute the entire agreement between the Vendor and Purchaser regarding the Services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. This Order shall supersede all other prior purchase orders and agreements between Vendor and Purchaser with respect to the Services. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Vendor and Purchaser.
2. Performance of Services. Time is of the essence in the performance of the Services. Vendor represents that it is skilled in the discipline necessary to perform the Services. Vendor shall perform its Services in a skillful manner, comply fully with criteria established by Purchaser, and with all applicable laws, codes, and professional standards. Vendor shall comply with all local, state and federal laws, ordinances, rules and regulations applicable to the Services and give all notices required thereby. Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property and shall comply with all required specifications for safety measures applicable to the Services.
3. No Assignment. Vendor shall not contract any portion of the Services or otherwise transfer or assign this Order, in whole or in part, without the prior written approval of Purchaser. Any such attempted transfer or assignment without the written consent of Purchaser shall be null and void. Vendor’s authorized representative is the individual signing this Order unless Vendor otherwise informs Purchaser in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any Purchaser representative, or certification by any governmental entity, shall in no way limit Vendor’s obligations under this Order.
4. Records and Payment Requests. Vendor shall submit billings with all necessary invoices or other appropriate evidence of performance. The standard payment terms are net thirty (30) days after receipt of invoice. Discounts for early payment will be considered. No other payment terms shall be allowed without the prior written consent of Purchaser’s Purchasing Division. Purchaser shall have the right to audit the Vendor’s work records. Vendor shall make available to Purchaser, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to Purchaser, for examination. Vendor shall furnish to Purchaser, its authorized agents, officers, or employees, such other evidence or information as Purchaser may require with regard to any such expenditure or disbursement charged by Vendor. Vendor shall maintain all documents and records prepared by or furnished to Vendor during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Vendor shall permit Purchaser to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of this Order shall have the same rights conferred to Purchaser by this section. Such rights shall be specifically enforceable.
5. F.O.B. Point. All shipments under this Order shall be made F.O.B. destination, requiring Vendor be solely responsibility for shipment until it is tendered to Purchaser, even if Purchaser agrees to pay for shipping and handling. Purchaser may allow freight charges but only if expressly stated on this Order. Freight charges shall be shown separately on the lines provided on this Order.

Additional Terms & Conditions (page 2 of 3)

6. Independent Contractor. Vendor is an independent contractor and does not act as Purchaser's agent in any capacity whatsoever. Vendor is not entitled to any benefits that Purchaser provides to Purchaser employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Vendor's provision of Services not the means, methods, or scheduling of the Vendor's work. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Vendor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as Purchaser's responsibility.
7. Indemnity/Liability. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Vendor shall defend (with legal counsel reasonably acceptable to Purchaser), indemnify and hold harmless Purchaser and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor), expense and liability of every kind, nature and description (including, without limitation, court costs, attorneys' fees, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, any activity of Vendor, or its employees, representatives, agents, suppliers or subconsultants, under this Order (but only to the extent that any of the above are actually caused by any negligent act or omission or intentional misconduct of Vendor, any of its suppliers or sub-consultants, anyone directly or indirectly employed by them, or anyone that they control) (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of any Indemnitee."
8. Warranty. Whether or not Vendor is merchant of the Services provided by it, Vendor warrants that all goods and services furnished under this Order shall be of merchantable quality and free from any defects in material or workmanship. Vendor shall indemnify and hold Purchaser harmless from and against any and all liability, damages and expenses arising from any such breach of warranty. This warranty is in addition to all warranties contained under the law.
9. Changes. Purchaser reserves the right to make changes in this Order at any time, which changes shall be made in writing signed by Purchaser. When such changes result in greater or lesser costs an equitable adjustment in the purchase price will be negotiated between Purchaser and Vendor.
10. Acceptance of Goods. Payment for goods delivered under this Order shall not be deemed acceptance of such goods. Goods shall only be accepted after they have been counted, inspected and tested as needed by Purchaser.
11. MSDS. Material Safety Data Sheets must be supplied to Purchaser at or prior to delivery of all substances that require such sheets. Delivery of any food items shall not be complete until such sheets are furnished to Purchaser.
12. Conflict of Interest. Vendor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services required under this Order.
13. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Vendor during the performance of or in connection with this Order for Purchaser, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify Purchaser in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order.

Additional Terms & Conditions (page 3 of 3)

14. Termination and Suspension. Purchaser may direct Vendor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as Purchaser may determine in its sole discretion. Purchaser may issue such directives without cause. Purchaser will issue such directives in writing, and compensate Vendor for services satisfactorily rendered, subject to Purchaser's reasonable approval, through the date of termination. Vendor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. Purchaser may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Vendor commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of Purchaser's written notice to Vendor demanding such cure. In the event Purchaser terminates the Order for default, Vendor shall be liable to Purchaser for all loss, cost, expense, damage and liability resulting from such breach and termination. Vendor shall continue its work throughout the course of any dispute, and Vendor's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
15. Public Records Act. Both parties understand and agree that Purchaser must comply with the California Public Records Act ("**Act**"). If Vendor believes that any document or information furnished to Purchaser in connection with Vendor's performance of Services is exempt from public disclosure under the Act, it shall so advise Purchaser in writing at the time the document or information is furnished.
16. Survival. Without limiting any of the parties' other rights or obligations arising from this Order, and in addition to all other provisions indicated as surviving the termination or expiration of this Order, the following provisions will survive any termination or expiration hereunder: 4, 7, 8, 13, 16, 17 and 18.
17. Execution; Venue; Limitations; Miscellaneous. This Order shall be deemed to have been executed in the City of Placerville, County of El Dorado, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Order shall be in the County of El Dorado. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Purchaser's issuance of final payment to Vendor, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Order. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Order.
18. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce or interpret the terms of this Order, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.
19. Force Majeure. Either party's failure to perform any term or condition of this Order as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, or governmental restrictions shall not be deemed a breach of this Order.

End of Section 8.

Section 9. AGREEMENT FORM

The Agreement Form shall be used by the District and the awarded Agency.

SERVICES AGREEMENT

Between

EL DORADO IRRIGATION DISTRICT

And

[Agency Name]

for

Temporary Employee and Payroll Services

Project No. _____

Dated _____

EL DORADO IRRIGATION DISTRICT
AGREEMENT BETWEEN
EL DORADO IRRIGATION DISTRICT AND
“AGENCY”

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

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

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

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

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

4. Not used.

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

6. Indemnification and Liability.

6.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Agency shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Agency or its sub-Agencies), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert Agencies and/or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of the above are actually caused by, any negligent act or omission of Agency, any sub-Agency, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of any Indemnitee.

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

6.3 Not used.

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

6.5 District acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at any Work site is outside of Agency's expertise and is not included in the scope of Services Agency is to perform nor included in Agency's insurance. Agency shall not be responsible or be involved in any way with the discovery, presence, handling, or removal of such materials.

7. Not Used

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

9. Independent Contractor. Agency shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subAgencys and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Agency, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Agency shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Agency represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Agency will issue District a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving District of all liability for any tax relating to the scope of this Agreement. The Agency shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by District hereunder. The Agency shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

10. Conflict of Interest; Confidentiality.

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

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

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

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

10.5 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Agency shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Agency shall have the right, however, without District's further consent, to include representations of Services among Agency's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

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

11. Suspension and Termination of Services.

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

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

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

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

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

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

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

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

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

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

13. Audit/Inspection of Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“District”

EL DORADO IRRIGATION DISTRICT

By: _____
General Manager

By: _____
Department Director

Approved as to form:

Office of the General Counsel

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

“Agency”

AGENCY’S NAME ALL IN CAPS

By: _____

Its: _____

By: _____

Its: _____

SCOPE OF SERVICES

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

1. Services Description.

(Contents to be included will be according to District and awarded Agency agreement).

END

PAYMENTS TO AGENCY

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

(Contents to be included will be according to District and awarded Agency agreement).

1. Payments to Agency.

4. Additional Services. (if any) District will pay the Agency for Additional Services as agreed to in a written addendum or amendment (“**amendment**”) to this Agreement executed by District and the Agency. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment.

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

6. Invoices. All payments shall require a written invoice from Agency in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt. Invoices must indicate: 1) Name of the employee. 2) The District department in which the employee worked. 3) Start and end date. 4) Applicable hourly rate. 5) Numbers of hours worked.

END

End of Section 9.

Section 10. ABOUT THE DISTRICT



El Dorado Irrigation District is a water utility serving nearly 100,000 residents in northern California's El Dorado County with 243 staff members. A scenic drive along Highway 50, heading east from the Sacramento County line to South Lake Tahoe, takes you through the heart of EID's service area and gives you an overview of the extraordinary geographic diversity of the region.

Water has been and continues to be an undeniable force in shaping the economic, ecological and cultural face of our county. From the earliest days of habitation by American Indians to the discovery of gold in Coloma that sparked the California gold rush, from clusters of black oak and manzanita to pine forests in the Sierra Nevada range, from abundant vineyards and orchards to growing population centers — water is the essential link.

EID customer needs are as broad ranging as the area's diversity. We provide drinking water for homes, schools and businesses and recycled water from our wastewater treatment plants to irrigate front and backyards and public landscapes. We operate a hydroelectric power project that includes dams, reservoirs and 23 miles of flumes, canals, siphons and tunnels and that was relicensed in 2006 for 40 years.

We own and manage several outdoor recreation sites, including Sly Park Recreation Area near Pollock Pines and a 48-unit campground at Silver Lake.

In all we do, we strive to meet or exceed federal and state standards for water quality, environmental protection and wildlife habitat.

History

EID was formally organized in 1925 under California's Irrigation District Law (Water Code §§ 20500 et seq.). We hold water rights that date back to the gold rush days, and we continue to work on securing and maintaining a reliable water supply to meet the growing needs of our customers. Through negotiations with the U.S. Bureau of Reclamation, we acquired Jenkinson Lake at Sly Park in late 2003. We have water service contracts with the Bureau and a water right for diversion from Folsom Reservoir that was awarded in 2001 by the State Water Resources Control Board. And our recycled water, agriculture irrigation management and water efficiency programs help our customers conserve water and thus contribute to the overall water supply.

Today, EID's facilities and delivery infrastructure for drinking water include 1,200 miles of pipeline, 40 miles of ditches, 6 treatment plants, 33 storage reservoirs and 21 pumping stations. Our wastewater treatment system operates 58 lift stations, 300 miles of pipeline and 5 treatment facilities. The El Dorado Hills and Deer Creek wastewater treatment plants produce 2,500 acre-feet of recycled water each year — water that is used to irrigate front and back yards at more than 3,000 homes as well as commercial and public landscapes.

End of Section 10.