



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR BIDS

Water Distribution Parts and Supplies

Responders to this Request for Bids (RFB) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): October 26, 2018 at 3:00pm

Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR BIDS:

Potential respondents who want to receive changes, additions, and deletions to the RFB, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFBs is at the following website: http://gd-pud.org/#Bids_&_Proposals

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. INTRODUCTION	3
1.1 RFB Schedule	
1.2 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFB SUBMITTAL REQUIREMENTS	6
4. SELECTION PROCESS AND EVALUATION CATEGORIES	9
4.1 Selection Criteria	
5. GENERAL TERMS AND CONDITIONS	10
5.1 Limitation	
5.2 Public Records	
6. QUESTIONS	11
 <u>ATTACHMENTS</u>	
A. Bid Schedule	
B. Sample Services Agreement	

REQUEST FOR BID
Water Distribution Parts and Supplies

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is soliciting Bids from Vendors to provide Water Distribution Parts and Supplies for 2018/2019 fiscal year. In general, the bids will cover prices for supplies for this fiscal year.

GDPUD will open and review the Bids at 3:00pm on October 26, 2018.

Submission of a Bid indicates acceptance by the Vendor of the conditions contained in this RFB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between GDPUD and the Vendor selected. GDPUD reserves the right, without prejudice, to reject any or all bids.

1.1 RFB Schedule

Advertisement of RFB	October 12, 2018
Deadline for Questions	October 18, 2018
Response to Questions	October 19, 2018
Deadline for Proposal/Bid Submittal	No later than 3:00 PM, October 26, 2018
Award by Board	Anticipated November 13, 2018

1.2 General Selection Process

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount.

SECTION 2 — SCOPE OF SERVICES

The Vendor will provide pricing for the water distribution parts and supplies listed in Attachment A, Bid Schedule. The Bid Schedule is a list of anticipated items and their estimated quantities for the remainder of the fiscal year. GDPUD may not order all of the items during the fiscal year, may order more or less than the estimated quantity during the fiscal year, and may order items not identified in the Bid Schedule. The objective of this RFB is to select a vendor that sells the products identified in the Bid Schedule, obtain the lowest possible pricing for those items, and issue a blanket purchase order to the Vendor to be used for purchases throughout the fiscal year. GDPUD does not guarantee a minimum quantity that will be ordered under this purchase order.

The Vendor shall supply and deliver materials and supplies to GDPUD at the main office and at various times throughout the year. The primary delivery location will be:

GDPUD Office
6426 Main Street
Georgetown, California 95634

SECTION 3 — RFB SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist Vendors in the preparation of their proposal and to simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **October 26, 2018 at 3:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to GDPUD on or before the deadline.

Bids shall be clearly marked "Request for Bids for Water Distribution Parts and Supplies," and submitted to:

**Georgetown Divide Public Utility District
6425 Main Street
PO Box 4240
Georgetown, California 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

GDPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFB. The Bids must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The Bids must include the following:

A. Cover Letter

- List the name, address, and telephone number of the Vendor.
- Signed by an authorized representative of the consultant. The Vendor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Vendor. The form could be a Corporate Resolution.
- State the bids are firm for the 2018/2019 fiscal year.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Vendor selection process.
- Provide the location of the Vendors headquarters.

B. Bid Schedule

- Provide a completed and signed bid schedule (Attachment A).

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

4.1 Selection Criteria

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount. The lowest total bid amount will be determined based on the Total Bid Amount provided by the Vendor on Attachment A, Bid Schedule.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFB does not commit GDPUD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFB response, or to procure or contract for services or supplies. GDPUD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. GDPUD reserves the right to accept or reject any or all RFB responses received because of this request or to cancel all or part of this RFB.

5.2 Public Records

All proposals shall become the property of GDPUD and will become public records and, as such, may be subject to public review.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFB, prior to October 18, 2018, please email:

Darrell Creeks, Operations Manager

Email: dacreeks@gd-pud.org

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	*NLA 6 HYMAX REP COUP 6.42-7.68 - 6" hymax	10		
2	1 MACH10 CF 6' PITPAD	8		
3	1-1/2 CARB TIP HOLE SAW 24CT - 1.5" carbide holesaw	1		
4	1-1/4X3 FC REDI-CLAMP 1.66 - 1.66 service clamp 3" long	12		
5	1-1/4X6 FC REDI-CLAMP 1.66 - 1.66 service clamp 6" long	6		
6	14 ALUM STRT PIPE WRCH 814 - pipe wrench	1		
7	1X3 FC REDI-CLAMP 1.32 - 1.32 service clamp 3" long	50		
8	1X300 IPS SIDR7 HDPE PIPE - 1" poly tube	600		
9	1X520 PTFE PIPE THRD TAPE - pipe tape	5		
10	1X6 FC REDI-CLAMP 1.32 - 1.32 service clamp 6" long	24		
11	2 HYMAX REP COUP 2.10-3.03 - 2" hymax	12		
12	2X100 IPS SIDR7 HDPE PIPE - 2" poly tube	100		
13	3 ZN 150# FLG NUT/BLT SET - 3" nut & bolt gasket set	10		
14	3/4 MACH10 R9001 CF	18		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
15	3/4X3 FC REDI-CLAMP 1.05 - 1.05 service clamp 3"	12		
16	3/4X520 PTFE PIPE THRD TAPE -pipe thread tape	20		
17	3/4X6 FC REDI-CLAMP 1.05 - 1.05 service clamp 6"	8		
18	4 C900 DR14 PVC GJ BLUE PIPE - 4" C900	40		
19	4 DI 125# C110 FLG 90 BEND - 4" flange with 90 bend	2		
20	4 FLG TYTE GSKT - 4" flange gasket	10		
21	4 HYMAX REP COUP 4.25 - 5.63 - 4" hymax	12		
22	4 ZN 150# FLG NUT/BLT SET - 4" flange nut & bolt	10		
23	4-1/2 DRESSER 129 NEW STYL B/O COUP - break away coupler	2		
24	4-1/2 DRESSER 129 OLD STYL B/O COUP - break away coupler	2		
25	4X12-1/2 1B REP CLMP 4.45-4.73, 12"	3		
26	4X7-1/2 1B REP CLMP 4.45-4.73, 7"	4		
27	6 A/C X CI TRAN GSKT - A/C - C900 transition gasket	12		
28	6 FLG TYTE GSKT - 6" flange gasket	30		
29	6 HYMAX 2 REP COUP 6.42-7.68 - 6" hymax	6		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
30	6 MIXFLG C153 ADPT L/A - 6" M3 - flange adapter	1		
31	6 ZN 150# FLG NUT/BLT SET - 6" flange nut & bolt set	30		
32	6X12-1/2 1B REP CLMP 6.56-6.96 - 12" repair clamp	1		
33	6X12-1/2 1B REP CLMP 6.84-7.24 - 12" repair clamp	2		
34	6X12-1/2 1B REP CLMP 7.05-7.45 - 12" repair clamp	10		
35	6X12-1/2 1B REP CLMP 7.45-7.85 - 12" repair clamp	2		
36	6X25 1B REP CLMP 6.56-6.96 - 25" repair clamp	1		
37	6X25 1B REP CLMP 7.05-7.45 - 25" repair clamp	1		
38	6X25 7.45-7.85 - 25" repair clamp	1		
39	6X7-1/2 1B REP CLMP 6.84-7.24 - 7.5" repair clamp	1		
40	6X7-1/2 1B REP CLMP 7.05-7.45 - 7.5" repair clamp	15		
41	6X7-1/2 1B REP CLMP 7.45-7.85 - 7.5" repair clamp	2		
42	8 DI 125# C110 FLG 90 BEND - flange kit with 90 bend	1		
43	8 FLG TYTE GSKT - 8"flange gasket	4		
44	8 HYMAX REP COUP 8.54-9.84 - 8" hymax	2		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
45	8 ZN 150# FLG NUT/BLT SET - 8"flange nut & bolt set	4		
46	8X12-1/2 1B REP CLMP 8.99-9.39 - 12" repair clamp	1		
47	8X25 1B REP CLMP 8.54-8.94 - 25" repair clamp	2		
48	8X7-1/2 1B REP CLMP 8.99-9.39 - 7.5" repair clamp	2		
49	CNCRT LID WTR - concrete box lid	25		
50	DRESSER 300 4-1/2 TRAF REP KIT - 4.5" dresser repair kit	6		
51	DRESSER 300 HYD OP NUT #308 OL 1.5P - operation nut repair kit	6		
52	DRESSER 4-1/2 UPPER STEM OPEN LEFT	2		
53	DRESSER 500 4-1/2 TRAF REP KIT - repair kit for dresser 500	6		
54	FLBL WTR INV MARK PAINT - blue marking paint	45		
55	G-5BOX VLV BX L/LID - valve box	36		
56	G-5GR10 VLV BX GRD RNG - valve riser 1"	10		
57	G5GR15 VLV BX GRD RNG - valve riser 1.5"	10		
58	G5GR20 VLV BX GRD RNG - vlave riser 2"	10		
59	LF 1 BRS 125# THRD GATE VLV - 1" gate valve	30		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
60	LF 1 BRS 125# THRD SWG CHK VLV - 1" check valve	10		
61	LF 1 BRS 200# THRD NRS GATE VLV - 2" gate valve	40		
62	LF 1 BRS 45 ELL - 1" 45	10		
63	LF 1 BRS 90 ELL - 1" 90	10		
64	LF 1 BRS ST 45 ELL 1" ST 45	10		
65	LF 1 BRS ST 90 ELL - 1" ST 90	20		
66	LF 1 FIP X FIP BALL CURB ST LW - 1" fxf curb stop	1		
67	LF 1 FIP X IPS INSTATITE COUP - 1" F instatite	40		
68	LF 1 IPS COMP UNION - 1" comp coupler	12		
69	LF 1 IPS X IPS INSTATITE COUP - 1" instatite coupler	18		
70	LF 1 IPS X MTR ANG MTR VLV - 1" angle stop	10		
71	LF 1 MIP X MIP BALL CORP ST - 1" mxm corp stop	6		
72	LF 1-1/2X1 BRS BUSH - 1" x 1.5" bushing	6		
73	LF 1X3/4 BRS BUSH - 1" x 3/4" bushing	25		
74	LF 1X4 BRS NIP GBL - 1" x 4" nipple	8		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
75	LF 1X6 BRS NIP GBL - 1" x 6" nipple	18		
76	LF 1XCLOSE BRS NIP GBL - 1" close nipple	36		
77	LF 2X1 BRS BUSH - 2" x 1" bushing	35		
78	LF 3/4 BRS 125# THRD GATE VLV - 3/4" gate valve	8		
79	LF 3/4 BRS 125# THRD SWG CHK VLV - 3/4" check valve	32		
80	LF 3/4 BRS 45 ELL - 3/4" 45	12		
81	LF 3/4 BRS COUP - 3/4" coupler	6		
82	LF 3/4 BRS ST 45 ELL - 3/4" ST 45	6		
83	LF 3/4 BRS ST 90 ELL - 3/4" ST 90	18		
84	LF 3/4 BRS TEE - 3/4" tee	6		
85	LF 3/4 FIP X FIP BV W/ LW - 3/4" lock wing	6		
86	LF 3/4 FIP X IPS INSTATITE COUP - 3/4" IPS instatite coupler	12		
87	LF 3/4 IPS X IPS INSTATITE COUP - 3/4" FxF coupler IPS	6		
88	LF 3/4 MIP X IPS INSTATITE COUP - M x IPS coupler	12		
89	LF 3/4X1 MTR ADPT PR - A - 34	12		

Attachment A
Bid Schedule

Vendor Name: _____

ITEM NUMBER	PART ID	QUANTITY	UNIT PRICE	EXTENDED PRICE
90	LF 3/4X2 BRS NIP GBL - 3/4" x2" nipple	30		
91	LF 3/4X2-1/2 MTR COUP - 3/4" meter spud	12		
92	LF 3/4X4 BRS NIP GBL - 3/4" x 2" nipple	12		
93	LF 3/4X6 BRS NIP GBL - 3/4" x 6" nipple	12		
94	LF 3/4XCLOSE BRS NIP GBL - 3/4" close nipple	20		
95	MTR BX - B 16 mete box	25		
96	MTR BX PVC HAND PUMP W/ 6 FT HOSE - water hand pump	10		

TOTAL BID AMOUNT _____

Signature, Printed Name _____ TOTAL AMOUNT IN WORDS _____

**ATTACHMENT B
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 201__, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and _____ (“Vendor”). District and Vendor may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District has determined that a Vendor is required to provide Water Distribution Parts and Supplies (“the Service”)

B. Vendor represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services according to the bid schedule attached hereto as **Exhibit A** (the “Bid Schedule”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

2. Services. Vendor agrees, during the term of this Agreement, to perform the Services for District. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside supplier engaged by Vendor unless prior written approval is obtained from District.

3. Compensation. District shall pay Vendor according to the bid schedule set forth in **Exhibit A**.

4. Term. This Agreement shall become effective on the Effective Date and will continue in effect until June 30, 2019, unless terminated earlier as provided in Section 5 or 6 below (the “Term”).

5. Termination. District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Vendor in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Vendor shall immediately cease performing the Services.

6. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Vendor's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Vendor.

7. Confidential Information. Vendor understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Vendor may have access to private or confidential information that 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 ("Confidential Information").

Vendor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Vendor written authorization to make any such disclosure, Vendor shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Vendor may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Vendor agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

8. Duties of District. In order to permit Vendor to render the services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Vendor may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Vendor in order to avoid unreasonable delays in Vendor's performance of the Services; and

C. Promptly notify Vendor of any fault or defect in the performance of Vendor's services hereunder.

9. Representations of Vendor. District relies upon the following representations by Vendor in entering into this Agreement:

A. Qualifications. Vendor represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Vendor represents and warrants to District that Vendor shall, at Vendor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required.

10. Compliance with Laws and Standards. Vendor shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Vendor shall perform all work according to generally accepted standards within the industry. Vendor shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

11. Independent Contractor; Subcontracting. Vendor will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Vendor, its agents, officers, employees and all others acting on behalf of Vendor relating to this Agreement will be performed as independent contractors. Vendor, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Vendor has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Vendor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

12. Insurance. Vendor and all of Vendor's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. General Liability Insurance. Vendor shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Vendor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Vendor shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Automobile Insurance. Vendor shall carry automobile insurance for the vehicle(s) Vendor uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Other Insurance Requirements. Within five (5) days of the Effective Date, Vendor shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Vendor shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days'

prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied, or used by the Vendor, or automobiles owned, leased, or hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Vendor's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

13. Indemnification. Vendor hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Vendor, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Vendor in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Vendor or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Vendor's obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Vendor to procure and maintain a policy of insurance.

14. Consequential 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.

15. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

16. Notices. Any notice or communication required hereunder between District or Vendor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto,

designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Attention: General Manager

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Vendor:
Attention:

20. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Vendor's charges to District under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. Drafting and Ambiguities. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

VENDOR:

By: _____

Name: _____

Date: _____