



## **REQUEST FOR PROPOSAL**

### **TEMPORARY STAFFING SERVICES**

**RFP #201718-02**

**July 13, 2017**

#### **I. INSTRUCTIONS AND CONDITIONS**

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send four (4) copies of the completed proposals which will include; three (3) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

**Bid: TEMPORARY STAFFING SERVICES**

**RFP # 201718-02**

**Filing Deadline: Friday, August 11, 2017 - 3:00 PM**

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- D. The City reserves the right to reject or accept any or all BIDS or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at [www.cityofmadera.ca.gov](http://www.cityofmadera.ca.gov) on the Purchasing Department page, the Bid Announcement and Results tab.

**Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday July 31, 2017.** Written questions or inquires should be e-mailed, mailed or faxed to:

Rosa Hernandez  
Procurement Services Manager  
City of Madera  
Purchasing-Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

[rhernandez@cityofmadera.com](mailto:rhernandez@cityofmadera.com)

FAX: (559) 661-0760

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.**

- G. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be

submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- I. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- K. Multiple awards may be made under this RFP to ensure availability of critical staff. Successful proposals will be competitively priced and provide for adequate service to meet the City's needs.
- L. A committee will review and evaluate all qualified proposals. The committee may request an interview with the top candidates. A reference check may also be conducted.
- M. A three-year award will be made between the top rated Service Providers and the City. The City may elect to extend the contract for additional one (1) year periods on a year to year basis, for a maximum of two (2) extension years, on the same terms and conditions, upon providing written notice to Service Provider not less than thirty (30) days prior to expiration of the contract.
- N. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFP at any time and for any reason. In such event, the City will give Service Provider at least thirty (30) days written notice of termination.

- O. Prior to beginning any work under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his license, please indicate the license number and expiration date below:

City License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Any Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment C will also be required.

- P. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

- Q. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- R. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another

public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

- i.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii.  Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii.  The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

## **II. BACKGROUND**

The Public Works Department's Water and Sewer Divisions are responsible for providing sufficient clean fresh water and reliable sewer services to the City's residents. The Water, Sewer, and Water Quality divisions are located at 1030 S. Gateway Drive. The Water Division provides the maintenance and operation of the City's water system, managing 19 groundwater wells, over 200 miles of water distribution pipelines and a one million gallon water storage tower. The Sewer Division provides maintenance and operation of the City's sanitary sewer collection system. Staff ensures the sewer infrastructure can effectively collect and deliver waste water to the Waste Water Treatment Plant, maintaining approximately 140 miles of sanitary sewer mains with five sewer lift pump stations and main pipelines ranging from 6 inches to 48 inches in diameter. The City's Waste Water Treatment Plant has a capacity of 10.1 million gallons per day (mgd). It is located at the southwest edge of the City, approximately six miles west of Central Madera at the intersection of Avenue 13 and Road 21 ½. The daily flow into the plant currently averages approximately 5.6 mgd. In addition to waste water generated within the City limits, the City's plant also processes small quantities of waste water from the adjacent unincorporated communities of Parksdale and Parkwood, and accepts waste from septic haulers operating in the County. The City's waste water collection system includes 175 miles of gravity trunks and force mains and four sewer lift stations.

## **III. OBJECTIVE**

The City seeks the services of a Temporary Staffing Service Provider (Service Provider) with expertise in expeditiously sourcing, screening, and

providing top quality, cost effective candidates to fill temporary staffing needs for the following positions:

1. **Water Quality Specialist I:** Performs routine and less complex, semi-skilled tasks in the Water division. Must possess a State Department of Health Water Treatment Operator Grade I Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.
2. **Water Quality Specialist II:** Performs routine and complex, skilled tasks in the Water division and provides functional direction to subordinate staff. Must possess a State Department of Health Services Water Treatment Operator Grade II Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.
3. **Waste Water Treatment Plant Operator I:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Must possess a Grade I Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
4. **Waste Water Treatment Plant Operator II:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Occasionally assists in the training of lower level operators. Must possess a Grade II Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
5. **Waste Water Treatment Plant Operator III:** Performs operations, controls and maintenance work in the Waste Water Treatment Plant. Must possess a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.
6. **Waste Water Treatment Plant Lead Operator:** Leads, oversees, reviews and performs operations, controls and maintenance work in the Waste Water Treatment Plant. Assists in the training of lower level operators. Must possess a Grade III Certification as a Wastewater Plant Operator from the California State Water Quality Control Board.

Under supervision, temporary employees are expected to perform the full range of duties listed in the respective job descriptions found in Attachment A. Temporary employees will generally work 40 hours per week, five 8-hour days or four 10-hour days, which may include weekends. Temporary Employees will report to one of two locations:

- Public Works Department, 1030 South Gateway Drive, Madera, CA 93637
- Wastewater Treatment Plant, 13048 Road 21½, Madera, CA 93637

The City intends to award multiple contracts under this RFP. When the need for service arises, the City will contact the contracted Service Providers with a Written Assignment Form, provided as Attachment B. They will be given three (3) working days to respond.

The City will attempt to give approximately one week's notice prior to the beginning of assignment. However, it is possible that situations may arise requiring staffing with less than one week's notice.

#### **IV. SCOPE OF SERVICES**

- A. The Service Provider will provide the City with fully qualified candidates for temporary positions, often under tight deadlines. Work will be authorized via the Written Assignment form issued under an agreed upon fee schedule.
- B. The selected Service Provider will be expected to conduct all stages of candidate identification. The Service Provider will be expected to furnish complete, detailed references and background checks for each successful candidate.
- C. The Service Provider shall complete the following for all temporary employees recommended to the City: I-9 verification; confirmation of specified professional certifications; confirmation of professional references; background check to include employment verification for at least the previous 10 years, 5 panel urine drug test with Medical Review Officer Services (testing for marijuana, cocaine, amphetamines, opiates and PCP) and review of the temporary employee's driving record through obtaining a record print out from the applicable department of motor vehicles. Any recommended applicants must have positive employment and personal references, must have a NEGATIVE result on the drug test, must have a valid driver's license, and must not have any criminal convictions which would preclude the individual from working for the City of Madera. The City has the right to refuse assignment.
- D. The Service Provider shall be responsible for the compensation of its temporary employees. The City shall not pay temporary employees other than through its payments to the Service Provider under this Agreement.
- E. If the temporary employee proves unsatisfactory, the Service Provider

shall attempt to identify a similarly-qualified candidate as a substitute temporary employee at no additional charge to the City.

**V. FORMAT AND CONTENT OF PROPOSAL**

A. In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the following information.

- a) Completed and signed Bid Proposal Authorization Form.
- b) Completed Bid Proposal Form. Bidders may choose to bid on only certain positions if they cannot provide certain temporary services. Fees for positions listed in this RFP should reflect hourly rates for each position. Hourly rates must reflect all costs including but not limited to travel expense, lodging, per diem, benefits, or other miscellaneous expenses. These rates should not include temp-to-hire fees since permanent placement is only an option if the individuals compete in an open, public civil service recruitment.
- c) Describe in detail your agency's experience and capability in providing clients with the types of deliverables listed in Section III of this RFP. Related work experience should be completely identified. Address the overall expertise and resources that your agency will bring in performing the work, if selected.
- d) Business references: Three business references, including the company name, address, contact person, email address, and telephone number. Provide a description of the services provided to these clients, dates of service, and how these services relate to the requirements of this RFP.
- e) Please review the Proposed Agreement for Services provided in Attachment D and identify any changes or modifications that your organization would require prior to entering into an agreement for services with the City.
- f) Review the Insurance Requirements as provided in Attachment C and provide your current policy information. It is not necessary for bidders to obtain additional insured status for the City to submit a proposal, however the successful bidder will have to comply with the additional insured requirements before an Agreement for Services can be fully executed.

- g) Provide a copy of the agency's EEO/Non-Discriminatory policy. If no written policy exists, the Service Provider is required to submit a statement certifying that they comply with all federal, state and local Equal Employment Opportunity/Non-discriminatory policies.

**VI. Selection Process**

- A. The City will award to a maximum of three (3) Service Providers based upon best overall proposal to meet the needs of the City.
- B. Order of preference for selecting which contracted Service Provider to use for which position will be based first on the lowest price. Second criteria will be availability. If the lowest priced Service Provider cannot provide staffing in the time frame allowed in the RFP, the City will move on to the second lowest bidder and potentially on to the third lowest bidder until the position has been filled.

\* \* \* \* \*

CITY OF MADERA  
BID PROPOSAL AUTHORIZATION  
TEMPORARY STAFFING SERVICES  
RFP #201718-02

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

PERSON PREPARING BID \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MADERA BUS. LIC. NO. \_\_\_\_\_

CALIF STATE CERT. NO. \_\_\_\_\_



**CITY OF MADERA**  
**WATER QUALITY SPECIALIST I**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under immediate supervision, performs routine and less complex, unskilled and semi-skilled tasks and duties assigned to classes within the Water Quality Specialist series; learns policies, procedures and work methods associated with assigned duties in the Water division; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Water Quality Specialist I** is the entry level classification within the Water Quality Specialist series, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next higher classification of Water Quality Specialist II by the performance of less complex, unskilled and semi-skilled tasks.

**SUPERVISION RECEIVED/EXERCISED:**

Receives immediate supervision from a Public Works Operations Manager. Incumbents of this class do not routinely exercise supervision.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs domestic water system quality assurance and operation functions; inspects, installs, services and repairs backflow, cross-connection and other water delivery controls; performs backflow prevention, cross-connection control assurance and testing.
- Constructs, maintains, repairs and inspects water production wells and facilities, water mains and lines; operates water systems quality assurance and operations equipment and other tools; inspects and tests water, controls and water system tools and equipment for safety and mechanical defects; assists in installation and repair of water service connections and meters.
- Collects data; operates a computer to enter data, manage files, prepare, maintain and update records, logs and reports; recognizes occupational hazards and follows safety precaution procedures; insures quality assurance programs, testing and analysis is conducted within safety standards established by Federal, State and local laws, ordinances and regulations.
- Follows instructions, reads and interprets technical drawings and literature; responds to questions and concerns from the general public; provides information as is appropriate.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; respond to questions and concerns from the public, representatives of community groups, state/local agencies, and City management.

## WATER QUALITY SPECIALIST I

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**WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Water Quality Specialist I**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of experience in water systems construction, maintenance, including backflow prevention device general testing and cross-connection controls, or related work; possession of a high school diploma or equivalent supplemented with appropriate coursework in environmental health, public health and biological science, or a related field.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license at time of appointment. Possession of a State Department of Health Services Water Treatment Operator Grade I Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.

**KNOWLEDGE/ABILITIES/SKILLS** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of water system quality assurance and operation functions; testing methods, and procedures, including qualitative and quantitative analysis; applicable federal, state and local laws governing domestic water quality monitoring and control; principles and practices of water supply and distribution; occupational hazards and standard safety practices; cost, time and material estimating; characteristics and problems involved with back-flow prevention and cross-connection control programs; principles and practices of bacteriological and sampling techniques and mathematical analysis; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping.

**Ability to:**

## WATER QUALITY SPECIALIST I

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Plan, organize and coordinate a variety of water quality laboratory testing and analysis, including chemical and bacteriological laboratory tests; analyze laboratory tests and make recommendations regarding plant operations, corrective and preventive measures; read and interrupt plant operations equipment; perform on-site laboratory tests; maintain accurate and updated logs, records and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's water functions with other government agencies and community groups; establish and maintain cooperative working relationships.

**Skill to:**

Safely and effectively operate and calibrate a variety of maintenance and water quality testing equipment, tools and materials.

**CITY OF MADERA**  
**WATER QUALITY SPECIALIST II**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under general supervision, performs routine and complex, skilled tasks and duties assigned to classes within the Water Quality Specialist series; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties in the Water division; provides functional direction to subordinate staff; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Water Quality Specialist II** is the journey level class within the Water Quality Specialist series, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next lower classification of Water Quality Specialist I by providing direction and training to subordinate staff and temporary employees.

**SUPERVISION RECEIVED/EXERCISED:**

Receives immediate supervision from a Public Works Operations Manager. Exercises functional and technical supervision over assigned staff.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs domestic water system quality assurance and operation functions; inspects, installs, services and repairs backflow, cross-connection and other water delivery controls; performs backflow prevention, cross-connection control assurance and testing; oversees the City Cross-Connection Program.
- Operates water systems, equipment and other tools; provides quality assurance; orders backflow devices and other equipment; inspects and tests water, controls and water system tools and equipment for safety and mechanical defects; installs and repairs water service connections and meters.
- Collects data; operates a computer to enter data; prepare, maintain and update records, logs and reports; recognizes occupational hazards and follows safety precaution procedures; insures quality assurance programs, testing and analysis is conducted within safety standards established by Federal, State and local laws, ordinances and regulations.
- Follows instructions; reads, interprets and provides direction from technical drawings and federal, state, local and municipal laws and regulations; responds to questions and concerns from the general public; provides information as is appropriate.
- Provides direction and training to subordinate staff and temporary employees; and conducts safety meetings.

## WATER QUALITY SPECIALIST II

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- Performs surveys for the cross-connection program.
- Adjusts and performs water production analysis.
- Coordinates adjustments and repairs of S.C.A.D.A. with the manufacturer.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; reviews and processes applications and business licenses; responds to questions and concerns from the public, representatives of community groups, state/local agencies, and City management.

**WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Water Quality Specialist II**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of experience in water systems construction, maintenance, including backflow prevention device general testing and cross-connection controls, or related work; possession of an AA degree supplemented with appropriate coursework in environmental health, public health and biological science, or a related field.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license at time of appointment. Possession of a State Department of Health Services Water Treatment Operator Grade II Certificate, an American Water Works Association Backflow Prevention Device General Testers Certificate and an American Cross-Connection Control Program Specialist Certificate.

**KNOWLEDGE/ABILITIES/SKILLS** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Modern principles, practices and techniques of water system quality assurance and operation

## WATER QUALITY SPECIALIST II

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functions; S.C.A.D.A. operating systems; testing methods, and procedures, including qualitative and quantitative analysis; applicable federal, state and local laws governing domestic water quality monitoring and control; principles and practices of water supply and distribution; occupational hazards and standard safety practices; design, cost, time and material estimating; characteristics and problems involved with back-flow prevention and cross-connection control programs; principles and practices of bacteriological and sampling techniques and mathematical analysis; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping.

**Ability to:**

Plan, organize and coordinate a variety of water quality laboratory testing and analysis, including chemical and bacteriological laboratory tests; analyze laboratory tests and make recommendations regarding plant operations, corrective and preventive measures; read and interrupt plant operations equipment; perform on-site laboratory tests; maintain accurate and updated logs, records and reports; prepare and submit comprehensive and mandated reports; perform plant operation and maintenance assignments; represent the City's water treatment functions with other government agencies and community groups; establish and maintain cooperative working relationships.

**Skill to:**

Safely and effectively operate and calibrate a variety of maintenance and water quality testing equipment, tools and materials.

**CITY OF MADERA**

**WASTEWATER TREATMENT PLANT OPERATOR I**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under immediate supervision, performs and learns to perform the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Wastewater Treatment Plant Operator I** is the entry level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator II in that the latter occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Wastewater Treatment Plant Manager. Incumbents in this class do not routinely exercise supervision.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters and related equipment; performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations.
- Prepares and updates reports including records and logs.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

## WASTEWATER TREATMENT PLANT OPERATOR I

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**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator I**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade I Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board and obtain a Grade II Certificate within 18 months of hire.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

**Ability to:**

Learn to carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

WASTEWATER TREATMENT PLANT OPERATOR I

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**Skill to:**

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

**CITY OF MADERA****WASTEWATER TREATMENT PLANT OPERATOR II**

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**DEFINITION:**

Under general supervisor, performs the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Wastewater Treatment Plant Operator II** is the journey level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator I in that the former occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions and by performing the full range of duties allowed by possess of a Grade II Certificate as a Wastewater Operator.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

## WASTEWATER TREATMENT PLANT OPERATOR II

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator II**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade II Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

**Ability to:**

## WASTEWATER TREATMENT PLANT OPERATOR II

Page 3

Plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

**Skill to:**

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

**CITY OF MADERA****WASTEWATER TREATMENT PLANT OPERATOR III**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under general supervisor, performs the full array of duties assigned to classes in the Wastewater Treatment Plant Operator series including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Wastewater Treatment Plant Operator III** is the journey level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator II by performing the full range of duties allowed by possess of a Grade III Certificate as a Wastewater Operator.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; operates vehicles and other equipment.
- Conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

## WASTEWATER TREATMENT PLANT OPERATOR III

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Operator III**. A typical way of obtaining the required qualifications is to possess the equivalent of two year of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma or equivalent supplemented with appropriate coursework in laboratory testing and analysis.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; methods and techniques of training personnel.

**Ability to:**

## WASTEWATER TREATMENT PLANT OPERATOR III

Page 3

Plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

**Skill to:**

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

**CITY OF MADERA****WASTEWATER TREATMENT PLANT LEAD OPERATOR**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under direction, leads, oversees, reviews and performs the full array Wastewater Treatment Plant Operator duties including operations, controls and maintenance work in one or more Public Works wastewater treatment plant facilities; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The **Wastewater Treatment Plant Lead Operator** is the lead level class responsible for a wide variety of plant operations and maintenance of the wastewater treatment plants, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the Wastewater Treatment Plant Operator III in that the former occasionally assists in the training of lower level Public Works Wastewater Treatment Plant Operator I positions.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Wastewater Treatment Plant Manager. May exercise functional and technical supervision over assigned operators.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Leads, oversees, reviews the work of assigned operators and operates, inspects, cleans, repairs, replaces and maintains pumps, motors, filters, and related equipment; and performs general, grounds and preventive maintenance and repairs in and around plant facilities; and operates vehicles and other equipment.
- Supervises and conducts on-site inspections of plant operations, insuring that operational problems are identified and corrected; insures that plants are operating within safety standards established by Federal, State and local laws, ordinances and regulations; provides training for less experienced personnel.
- Oversees and performs basic skilled water pollution control laboratory testing and analysis; monitors the operation of industrial wastes instrumentation for proper monitoring; adheres to quality assurance programs for laboratory analysis and instrumentation.
- May assist in the training of lower level personnel.
- Prepares and updates reports including records and logs.

## WASTEWATER TREATMENT PLANT LEAD OPERATOR

Page 2

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and performing maintenance on assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this position works in all conditions including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to climb ladders and work in confined space.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Wastewater Treatment Plant Lead Operator**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of experience in the operation and maintenance of a wastewater treatment laboratory or the performance of related work, and a high school diploma supplemented with appropriate coursework in laboratory testing and analysis.

**License/Certificate:**

Possession of, or the ability to obtain, a valid class C California driver's license. Possession of a Grade III Certificate as a Wastewater Plant Operator from the California State Water Quality Control Board.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

**Knowledge of:**

Principles and practices of wastewater treatment plant operations; repair, maintenance and adjustment procedures for wastewater treatment plant equipment; Basic principles, practices and methods of basic laboratory testing methods and procedures; Federal, State and local laws governing wastewater and industrial waste monitoring and control; characteristics and problems involved with wastewater and industrial water analysis; general maintenance and repair work; laboratory safety standards and programs; occupational hazards and standard safety practices; methods and techniques for basic report preparation and writing; methods and techniques for record keeping; basic principles of supervision; methods and techniques of training personnel.

**Ability to:**

## WASTEWATER TREATMENT PLANT LEAD OPERATOR

Page 3

Lead and train subordinate staff; plan, organize and carry out maintenance and operations of a water plant; basic wastewater testing; collect a variety of samples for laboratory tests; maintain accurate records and prepare comprehensive reports; perform plant operation and maintenance assignments; establish and maintain cooperative working relationships.

**Skill to:**

Safely and effectively operate the tools and equipment used in wastewater plant maintenance and laboratory.

**ASSIGNMENT FOR CITY OF MADERA**

**SERVICE PROVIDER INFORMATION**

NAME:  
ADDRESS:  
CONTACT:  
PHONE:  
EMAIL:

THIS ASSIGNMENT is issued pursuant to the Temporary Employment Services Agreement between City of Madera ("City") and the Service Provider ("Name") dated \_\_\_\_\_, 201\_\_.

1. Position Title to be Filled:
2. Job Description: Attached.
3. Premises: The City's business premises is located at \_\_\_\_\_, Madera, CA and shall be defined as the "Premises".
4. Reporting Supervisor Name/Role: City Employee Name and Title
5. Duration of Services:  
 Start Date/Time  
 Anticipated Duration of Assignment:  
 Work Schedule: 40 hours per week, generally five 8-hour days or four 10-hour days.  
 Scheduling is determined by an assigned City employee and may include working on weekends.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**Service Provider:**

**City of Madera:**

Printed Name

Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Signature

Signature

Date

Date

## Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

*Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**CITY OF MADERA**

**TEMPORARY EMPLOYMENT SERVICES AGREEMENT**

THIS AGREEMENT made and entered into the [DAY] day of [MONTH], [YEAR], by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND [SERVICE PROVIDER], hereinafter called "Service Provider";

**RECITALS:**

- A. The City desires to utilize the services of Temporary Employment Service Provider(s).
- B. The Service Provider is a firm having the necessary experience and qualifications to provide temporary employment services to the City for specialized critical positions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs the Service Provider to provide temporary employment services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Service Provider to commence work as specified by the written Assignment.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to provide temporary employment services in accordance with the Scope of Work identified in the RFP attached hereto as Exhibit 1.

3. Service Provider's Fees and Compensation

- 3.1 The Service Provider agrees to provide Temporary Employment Services for the specified positions indicated in a fee schedule.
- 3.2 Each assignment shall be made on a Written Assignment Form executed by the City Administrator or designee.
- 3.3 The Service Provider will be responsible for payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). The Service Provider shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance which is imposed upon the Service Provider and

required as a consequences of the Services Provider's employment of the Temporary Employee under this Agreement. The Service Provider agrees to hold the City harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon the Service Provider for wages paid by the Service Provider to the Temporary Employee.

- 3.4 Payment shall be made directly by the City to the Service Provider within thirty (30) days of receipt of billing.
- 3.5 The Service Provider shall invoice the City following the City approval of the Temporary Employee's approved hours and charges of work completed.
- 3.6 Billings to be made directly to the following address:

City of Madera Public Works Department  
Attn: Humberto Molina  
1030 S. Gateway Drive  
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect for a three-year period starting [AGREEMENT START DATE] with the option to extend annually thereafter by written mutual consent, not to exceed a total of five (5) years.

5. Service Provider's Agreement to Hold Harmless and Insurance Requirements.

5.1 Independent Contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. The Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of the Service Provider's operations under the terms of this Agreement, or extension thereof, or by the Service Provider's failure to comply with any of the terms or provisions of said Agreement. The Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Providers operations under this Agreement arising from any cause.

5.3. Insurance. During the term of this Agreement, the Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, automobile liability, workers' compensation, and employer's liability insurance. The limits and coverages provided by such policies shall be as required in Attachment C to Exhibit 1 of this Agreement.

6. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Purchasing-Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

To the Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of such termination, the Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to the Service Provider's designated Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Included herein by reference is the Request for Proposal.

This agreement and the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: \_\_\_\_\_  
[PRINTED NAME, TITLE]

[SERVICE PROVIDER]

BY: \_\_\_\_\_  
[PRINTED NAME, TITLE]

ATTEST:

\_\_\_\_\_  
Sonia Alvarez, City Clerk

APPROVED AS TO FORM  
CITY ATTORNEY:

By: \_\_\_\_\_  
Joel Brent Richardson