

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR PROPOSALS

For

Tapia Water Reclamation Facility Weed and Brush Clearance

Proposal Issue Date

June 20, 2019

Proposal Submittal Due Date

3:00 p.m. on July 24, 2019

OPTIONAL PRE-BID SITE EVALUATION:

***** 10 AM – July 17, 2019 *****

REQUEST FOR PROPOSALS

The Las Virgenes Municipal Water District is issuing a Request for Proposals (RFP) for the weed and brush clearance as required by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

Sealed Proposals: Vendor will deliver one (1) original and one (1) copy to the following address:

Las Virgenes Municipal Water District
ATTN: Brett Dingman
4232 Las Virgenes Road
Calabasas, CA 91302

By 3:00 pm on July 24, 2019

This submission shall include the entire Request for Proposals document and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived.

- Please clearly mark the envelope as follows: "***Tapia Water Reclamation Facility Weed and Brush Clearance***".
- Please direct purchasing and procedural questions regarding this RFP to Brett Dingman at (818) 251-2330.
- Please direct any site-specific questions regarding this RFP to Mike Varbel at (818) 251-2313.

I. SPECIFICATIONS

Definitions: “**District**” is the Las Virgenes Municipal Water District.

“**Bidder**” an individual or business submitting a bid to Las Virgenes Municipal Water District.

“**Contractor**” one who contracts to perform work or furnish materials in accordance with a contract.

Purpose: County of Los Angeles Department of Agricultural Commissioner/Weights and Measures has determined that the Tapia Water Reclamation Facility requires weed and brush clearance a distance of 200 feet from all structures.

Terms:

- A. District reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which District may consider. The District does not intend to award a bid fully on the basis of any response made to the proposal; the District reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the District’s specifications and needs.
- B. The District reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the District to be in the best interests of the District even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened by the District to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, deadlines for submission of the RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, original proposal and One copy must be at the District on or before the date and time specified.
- F. Quotes should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be

written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. VENDOR QUALIFICATIONS

The proposal must include all the following information. Failure to do so could result in disqualification.

1. List at least three references including names, addresses, telephone numbers and contact persons of clients for whom you have performed similar services as requested in this proposal.

2. State how long you have been operating under your present company name.

3. Have you ever defaulted on a contract?

4. If yes to #3, please describe the circumstances for the default(s).

5. Bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. A copy of the contract and conditions is included for reference. These provisions are general principles which apply to all contractors of service to District such as the following:

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Contractor or Contractor's officers, employees, or agents. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the District's sole negligence, active negligence, or willful misconduct.

INSURANCE

- (a) Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Vendor, officers, agents, employees, or volunteers.
- (b) Contractor shall provide the following coverage:
 - (1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.
 - (2) Automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code.
 - (4) Employer's liability insurance of at least \$1,000,000 per occurrence.
- (c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:
 - (1) Commercial general liability and automobile liability:
 - (i) District and its board members, officers, employees, agents and volunteers are added as insureds.
 - (ii) Vendor's insurance shall be primary insurance as respects the District, its board members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by District shall be in excess of Vendor's insurance and shall not contribute to it.
 - (iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to District, its board members, officers, employees, agents and volunteers.
 - (iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents and volunteers, for any claims arising out of the work of Vendor.
 - (v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Vendor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in

- excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.
- (vi) Prior to start of work under this Agreement, Vendor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage.
 - (2) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Vendor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Office Manager.
- (d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

EQUAL OPPORTUNITY EMPLOYER

(a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex. CONTRACTOR shall ensure applicants are employed, and employees will be treated during employment without regard to their race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(b) In all solicitations or advertisements for employees, CONTRACTOR will state qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Vendors and Contractors are required to be registered with the California Department of Industrial Relations (DIR) prior to providing a proposal. Form PWC-100 is required to be completed and filed with the DIR prior to commencing work.

IV. TERMS AND CONDITIONS

Award: District reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Bidder's qualifications and capabilities to provide the specified service, and other factors which the District may consider. The District does not intend to award a Bid fully on the basis of any response made to the proposal; the District reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Bidder whose proposal is deemed to best meet the District's specifications and needs.

Low Bidder: A low bidder will be determined by the price, qualifications and capabilities to provide the specified services.

V. GENERAL SPECIFICATIONS

1. SCOPE OF WORK

- a. District is seeking a contractor to perform weed and brush clearance as required by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.
- b. Weed, brush and trees shall be trimmed as required below:
 - i. All flammable vegetation or combustible growth shall be cut for a distance of 200 feet from all structures and hauled off site for disposal.
 - ii. Remaining vegetation within 200 feet of all structures shall be trimmed, thinned, or limbed up to remove flammable vegetation (County of Los Angeles Fire Code 325.2.1).
 - iii. All trees and shrubs shall be free of dead wood and litter. Shrubs are required to be trimmed up from the ground 1/3 of their height. Trees taller than 18 ft. shall be trimmed up a minimum of 6 feet or 1/3 of their height for trees up to 40 feet.
 - iv. Specimen native trees and shrubs are permissible, provided that they do not form a means of transmitting fire to any structure (County of Los Angeles Fire Code 325.2).
 - v. Access roads are to be cleared with a minimum of 10 feet of brush clearance on each side. Trees overhanging fire access roads shall be trimmed to provide adequate vertical clearance (County of Los Angeles Fire Code 325.10).

- vi. Provide a minimum of 3 feet of brush clearance around all fire hydrants (County of Los Angeles Fire Code 508.55).
- vii. See attached guidance documents for clarifications.
- c. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to complete the work described above.
- d. The Contractor must execute a Contractual Services Agreement (attached).
- e. Hours of work are Monday through Friday, between 7:00 AM and 3:00 PM, at 731 Malibu Canyon Road, Calabasas, CA 91302.
- f. Timing: Work shall be completed within 3 months of award of purchase order.
- g. Speed limit: Posted speed limit at District facilities shall be observed at all times.

LAS VIRGENES MUNICIPAL WATER DISTRICT

PROPOSAL TO PROVIDE WEED AND BRUSH CLEARANCE AT THE TAPIA WATER RECLAMATION FACILITY

The undersigned agrees to complete the Tapia Water Reclamation Facility weed and brush clearance as described in this document for the amount of \$ _____.

_____.

This contract may be terminated if not kept as arranged.

Comments: _____

Company: _____

Date: _____

Name: _____

Title: _____



Printed Name

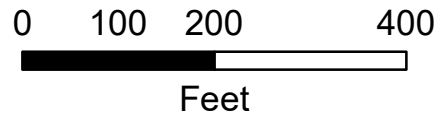
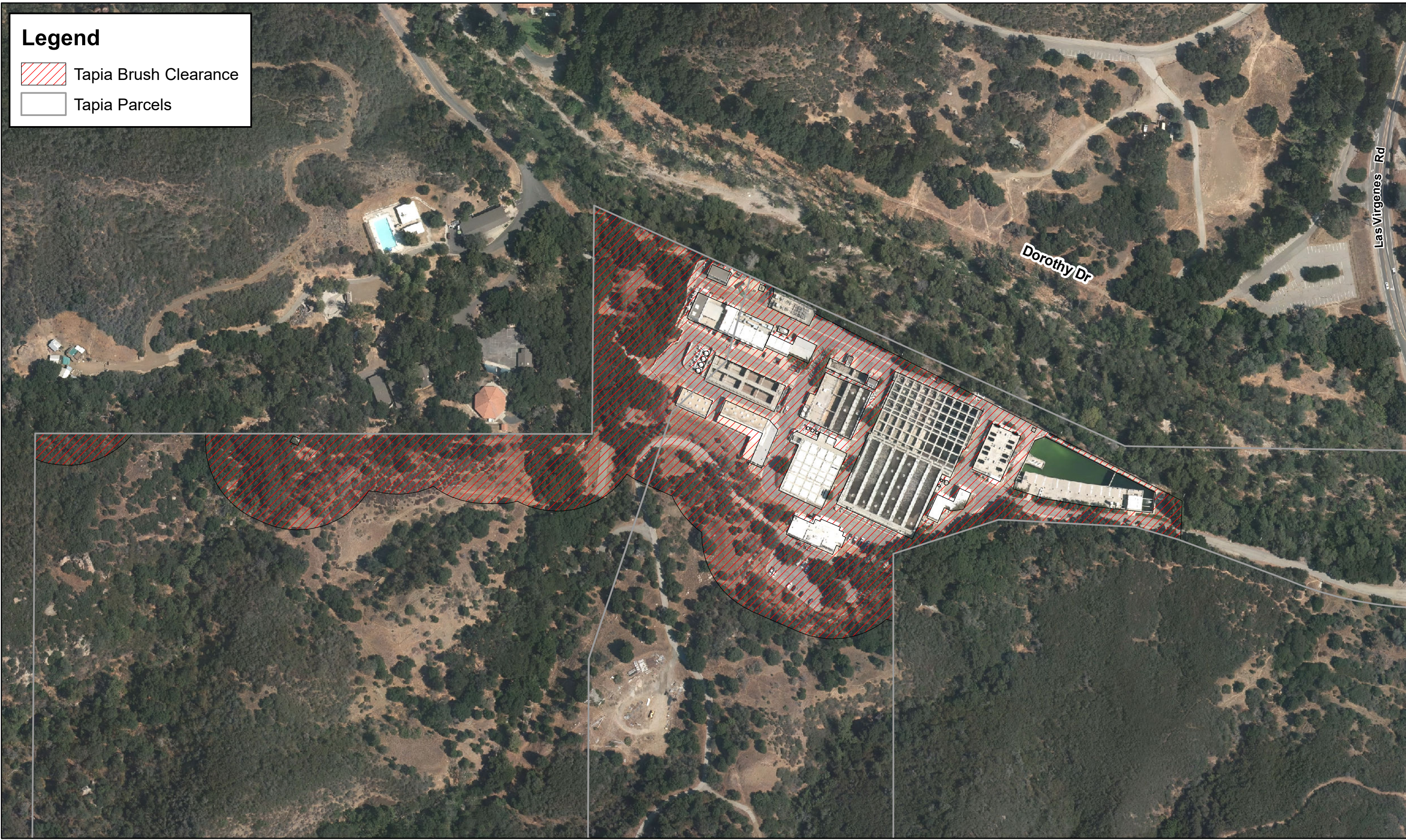
Phone: _____

Email: _____

Fax: _____

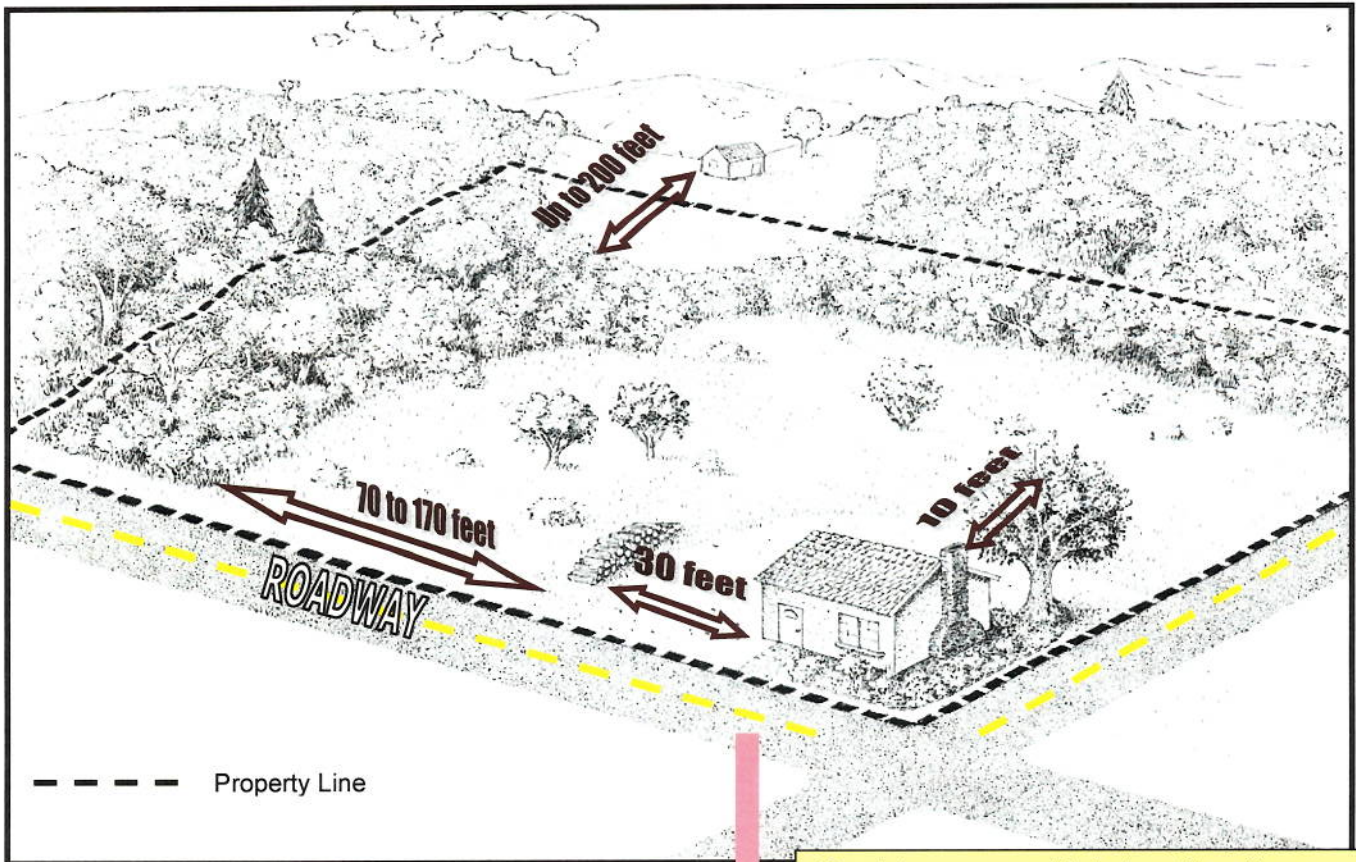
Legend

-  Tapia Brush Clearance
-  Tapia Parcels



Tapia Brush Clearance





--- Property Line

**County of Los Angeles
Department of Agricultural
Commissioner/Weights
and Measures**

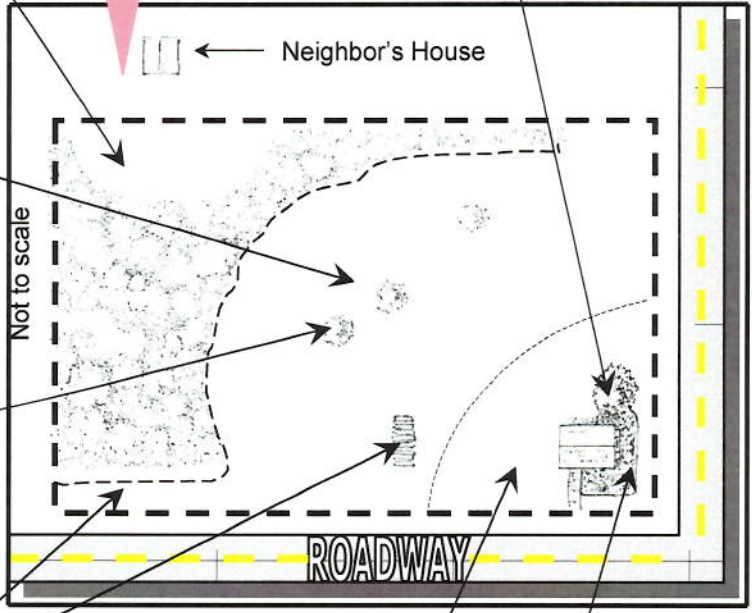
**Weed and Brush
CLEARANCE REQUIREMENTS**

IMPORTANT! Clearance requirements apply to your property even if the structure being protected is not on your property!

Okay to have ornamental plants and trees if individually planted, spaced and maintained so they do not form a means of transmitting fire from native growth to the structure. No portion of a tree may extend within 10 feet of the outlet of a chimney and it must be free of dead wood. (County Code sec. 325.2.1 EXCEPTIONS (1))

IMPORTANT! Thinning or removal of vegetation an additional 70 to 130 feet (100 to 200 feet total) from structures may be required! Please contact your Zone Inspector! (626) 575-5484 <http://acwm.lacounty.gov> Grass and other vegetation located more than 30 feet from structures and less than 18 inches in height may be maintained where necessary to stabilize soil and prevent erosion. (County Code sec. 325.2.1 EXCEPTIONS (3))

Space trees and shrubs a minimum of 15 feet or three times their diameter from other shrubs. Trees should be spaced to allow a minimum of 30 feet between canopies at maturity. For trees taller than 18 feet, prune lower branches within 6 feet of the ground. For trees and shrubs less than 18 feet, prune lower branches to 1/3 of their height. Choose landscaping plants that are fire resistant and maintain all plants regularly removing dead branches, leaves, etc. (Go to <http://fire.lacounty.gov/FromChief.asp> and scroll down the page and click on the link on the left entitled "Ready! Set! Go! Wildfire Action Plan".)



Roadway clearance, minimum of 10 feet clearance for all flammable vegetation or other combustible growth. (County Code sec. 325.10)

Firewood, manure, compost or other combustible materials must be placed or stored a minimum of 30 feet from any building or structure. (County Code sec. 325.2.1 (1))

Remove/clear away all flammable vegetation or combustible growth for a distance of not less than 30 feet from any structure. This includes ornamental plants known to be flammable. (County Code sec. 325.2.1 (2))
NATIVE PLANTS CAN BE FLAMMABLE EVEN IF GREEN!

Okay to have cultivated ground cover provided they are maintained in a condition that does not form a means of transmitting fire from native growth to the structure. (County Code sec. 325.2.1 EXCEPTIONS (2))

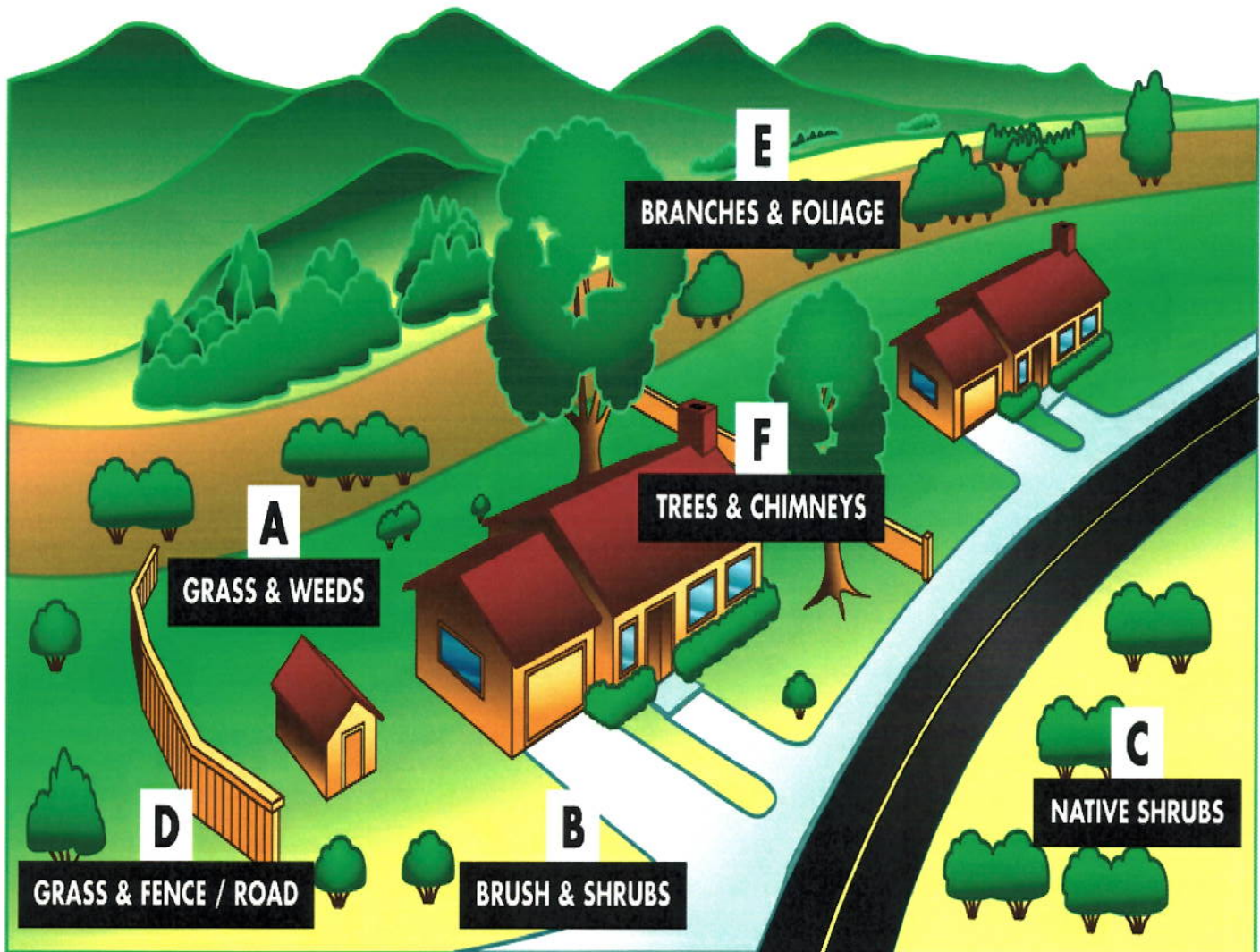




THE LOS ANGELES FIRE DEPARTMENT

CLEARANCE REQUIREMENTS

HAZARDOUS VEGETATION REQUIREMENTS IN THE VERY HIGH FIRE HAZARD SEVERITY ZONE



A. All grass and weeds within 200 feet of a structure shall be cut and maintained to a maximum height of 3 inches.

B. Native brush/shrubs shall be trimmed up from the ground $\frac{1}{3}$ their height and have a minimum separation of 18 feet from any structure and other native shrubs.

C. Native shrubs shall not be planted within 10 feet of a combustible fence or roadway edge.

D. Maintain all grass and weeds within 10 feet of a combustible fence or edge of roadway to a maximum height of 3 inches.

E. Branches/foliage shall be trimmed up 5 feet from any roof surface.

F. Branches/foliage shall be trimmed back 10 feet from outlet of the chimney.

[District/Agency]
AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this ____ day of _____, 20XX by and between **[District/Agency]**, ("District") and **XXX** ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." Parties do contract and agree as follows:

1. SCOPE.

1.1 Scope of Services.

This Agreement and its attachments set forth the terms under which Contractor shall, in good workmanlike and professional manner, perform the services described in the attached **Exhibit "A"** ("Scope of Services") for District.

1.2 Labor and Equipment. Contractor will furnish labor, equipment, and materials necessary to the work, except equipment and materials to be provided by District, as set forth in the attached **Exhibit "B"** ("Materials and Equipment").

Contractor may use the equipment or materials provided by District necessary for the performance of the work and should the equipment or materials be lost, damaged, or destroyed, Contractor will reimburse District with equipment and materials of equal value, and for costs and expenses incident to the replacement.

1.3 Time of Work. Contractor will perform Contractor's duties described in the Agreement during the hours of [range of hours] [daily or...]. In any event, Contractor will perform Contractor's duties in a manner to avoid inconvenience to the users of the District's premises and to avoid interference with District's operations.

2. TERM AND COMPENSATION.

2.1 Term. This Agreement shall commence on the date above written and shall continue until completion of the Services described above.

or

The term of this Agreement shall be for a period of approximately _____ (X) [days, weeks, months, years,] commencing on [date] and concluding [date].

2.2 Termination.

2.2.1 The District may terminate or cancel this Agreement, in whole or in part, without liability to the District, if Contractor fails to perform in accordance with the

requirements of Section 1 – Scope, herein, or in the event of a substantial breach of any of the other terms or conditions hereof.

2.2.2 Either Party may terminate this Agreement on thirty (30) days' written notice for any reason. If Agreement is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by Contractor. If Agreement is terminated by Contractor without cause, Contractor shall reimburse District for additional costs to be incurred by District in obtaining the work from another Contractor.

2.3 Compensation and Reimbursement. District shall compensate and reimburse Contractor, including all reimbursable expenses, as provided in the attached **Exhibit "C"** ("Fee Schedule"). Contractor shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within forty-five (45) days of District receipt of an accurate and approved invoice.

3. Responsibilities of Contractor.

3.1.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Contractor accomplishes such services. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

3.1.2 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.1.3 No Subcontracts. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.1.4 Maintenance of Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to fees and costs incurred for each assignment and shall make such materials available at its office at all reasonable times for three (3) years from the date of the close of each individual assignment under this Agreement, for inspection by District and copies thereof shall be furnished, if requested.

3.1.5 Ownership of Data, Reports, and Documents. Contractor shall deliver to District notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of

the District. Contractor is released from responsibility to third parties for the use by District of data, reports, and documents on other projects. Contractor may retain copies of such documents for its own use. The District may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

4. Laws and Regulations.

4.1 Compliance with Applicable Law. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

3.2 Eligibility for Employment in the United States. Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Contractor to verify that persons employed by Contractor are eligible to work in the United States.

4.3 Licenses, Permits, Etc. Contractor represents and declares to District that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

4.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

4.5 Labor Code Provisions.

4.5.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to the District a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for

viewing to any interested party upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site.

4.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

4.5.3 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

5. Indemnification.

To the fullest extent permitted by law, Contractor shall immediately indemnify and hold the District, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents in connection with the performance of the Contractor's services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees.

6. Insurance.

6.1.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

6.1.2 Minimum Requirements. Contractor shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(d) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

6.1.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its

directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.

(iii) Prior to start of work under this Agreement, Contractor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by District.

6.1.4 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

7. General Provisions.

7.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District:

Contractor:

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.1.2 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

7.1.3 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

7.1.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

7.1.5 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District.

7.1.6 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

7.1.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

7.1.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.1.9 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.1.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in **XX County**.

7.1.11 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

7.1.12 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.1.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.1.14 Integration. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

[Signature Page following]

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

APPROVED:

[District]

[Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
MATERIAL AND EQUIPMENT

District shall provide the following equipment and material to be stored on the premises described in Section 1.2, for the use of Contractor in performance of Contractor'S duties under the Agreement:

**EXHIBIT C
FEE SCHEDULE**

I. Services

II. Reimbursable Expenses