



REQUEST FOR PROPOSALS

For

Farming Services

Request Issue Date

December 9, 2019

Bid Submittal Due Date

January 10, 2020

Documents available online at:

www.lvmwd.com

OVERVIEW

The Las Virgenes Municipal Water District (District) is requesting proposals for Farming Services at the Rancho Las Virgenes Composting Facility farm located at 3700 Las Virgenes Road, Calabasas, California.

The scope of work includes maintenance of the entire farm property and operation, including fields and hillsides, fences and roads, ditches and drainages, catch and debris basins, irrigation equipment and systems, farming equipment and machinery, application of irrigation water, management of vegetative growth, maintenance of walking trails, etc. Assistance with similar work may occasionally be required at other sites.

The objective of the work is the maintenance of a well-managed farm and farming operation with fields of irrigated pasture grasses optimized for the rapid disposal of surplus recycled water in cases of operational emergency, without incidence of runoff from the property, and crop mowing and green chopping.

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I. INTRODUCTION

A. General Information

The Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate enterprise funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Sanitation District.

Las Virgenes Municipal Water District is organized under the Municipal Water District Law of 1911 (California Water Code section 71000 et seq.). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years - concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

B. Background

The District currently has one (1) location requiring farming services. In addition to the routine services, periodic major services will be required throughout the contract period. All services must be performed between the hours of 7:30 a.m. and 4:00 p.m. The full detailed scope of all required work activities is listed in the Scope of Services specifications section.

The District's current farming services contract is set to expire on January 31, 2020. The District, through this RFP, seeks to implement a new farming services contract, based on current market rates and contractor capabilities. Ensuring the District farm facility is reliably and professionally maintained in a manner which responsibly stewards the land, reflects positively on the District and the Contractor, and ensures compliance with Federal, State and local land use requirements is paramount.

C. Term of Contract

It is the District's intent to award an initial contract with a term of two (2) year and include four (3) possible one (1) year renewal terms. Renewals may be negotiated at the District's option if satisfied with Contractor performance. The successful proposer will be required to enter into a Contractual Services Agreement (see Exhibit C). Please review this agreement carefully and note in your proposal any exceptions or alterations to the agreement you are requesting. This also includes proposed alterations, exceptions, or changes to the insurance and indemnity provisions referenced with the proposal. By requiring these requests to be made up front, the District can compare all respondents on an equal basis and take contract exemptions and modifications into consideration in the selection process.

II. SCOPE OF WORK

A. Work Objectives

1. Primary

The purpose of the Rancho Farm is to allow for any seasonal or operational surplus of recycled water that cannot be otherwise released to the watershed or stored for future use to be sprayed onto cultivated lands that will provide for the active uptake of water and nutrients, via a grass or mixed pasture crop, without incident of irrigation water runoff from the District property.

Water application to the farm can be needed any time, but periods of the heaviest application typically occur during periods of April to early July and mid-October to mid-November.

Last year, 62 million gallons of water was applied to the farm fields without runoff from the property. Comparable performance is expected from the successful bidder.

The ability to seasonally set up, dismantle and operate the farm irrigation system with zero runoff is a critical Contractor performance indicator, as runoff can result in substantial sanctions and monetary fines to the District.

2. Secondary

When requested, accomplish additional tasks such as:

- a. maintenance of hiking trails leading to water testing sites along Malibu Creek
- b. control of poison oak along fence lines
- c. installation and maintenance of erosion control measures such as debris fencing, hay bales, straw wattles, etc. at various District facilities
- d. removal of fallen trees
- e. repair and replacement of barbed wire and other fencing
- f. maintenance of gravel roads
- g. construction, repair and maintain drainage culverts and ditches

B. Facility Description

Rancho Las Virgenes Farm
3700 Las Virgenes Road
Calabasas, CA 91302

The Rancho Las Virgenes Farm comprises approximately 70 acres of generally flat fields, falling off slightly to the west. This acreage is divided into 16 separately irrigated fields. All fields are irrigated via above ground solid set irrigation pipe of which 13 take water through booster pumps. The farm fields are utilized primarily for seasonal spraying of surplus recycled water. A mixture of grasses and legumes, historically fescue, rye, orchard grass, clover and alfalfa, is grown as a means of nutrient and moisture uptake and erosion control. The vegetative growth is currently managed by a variety of methods, including green chopping, mowing and the use of string trimmers. Fields are periodically disced and reseeded. Approximately 2 acres of hillside has been developed into an area used for spray application of recycled water. This area is covered with native vegetation. Soils vary from clay loam to sandy loam.

Irrigation water is non-potable water and should not be used for drinking, washing or other uses.

1. Additional Locations

The Contractor may be requested to perform associated or similar duties on other lands. The cost to complete these requested tasks shall be based upon the unit prices contained in the bid form.

C. Hours of Facility Access

As directed, the Contractor shall perform the required work primarily during the hours of 7:30 am and 4:00 pm, Monday through Friday. Work outside of these hours may be directed by District staff, including work in the evening and over weekends and holidays. Labor and equipment requirements vary with the season. The Contractor shall be provided all necessary keys, access cards and codes required to complete the work.

D. District and Contractor Representatives

The Contractor will work with one or more designated District representatives regarding the terms and conditions of the contract. The Contractor shall designate a single representative that has the authority to act for the Contractor. Directives can be either verbal or written, although all directives requiring extra work shall be in written form only. If the Contractor acts upon direction from anyone other than the representatives named by the District, they will not be entitled to additional compensation for any work that results.

E. Labor and Equipment

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract.

“To perform the work of this contract” means that the facilities, fields and equipment will be continually maintained in the most desirable of conditions, both functionally and aesthetically, and that water application will be maximized and managed with zero off-site runoff.

The Contractor’s equipment shall be subject to the inspection and approval of the District. There are limited areas available to the Contractor for the storage and maintenance of equipment and materials.

District supplied equipment:

- John Deere 6320L
- Backhoe
- New Holland Crop chopper
- New Holland Harvest wagon
- FMC Rotary mower
- Disc
- Tool bar with chisel plow attachments
- John Deere Minimum till ripper
- PTO driven seeder
- Portable pumps
- Irrigation pipe, valves and sprinkler heads (3” to 10” diameter: drop-lock, latch, ring lock and Victaulic)

Use of District equipment shall be contractually indemnified and the District shall not be held responsible for injuries or damages resulting from the use of District owned equipment. Proposals can also suggest the use of Contractor owned equipment as an alternative to the use of District owned equipment.

F. Standards of Performance

Irrigation is accomplished via above ground, solid-set irrigation systems constructed of District-owned steel and aluminum irrigation pipe typically arranged in a 40’ x 30’ sprinkler head spacing.

Under no circumstances can the ground be disturbed or can irrigation water be allowed to fall within the drip-line of any Oak tree.

All other portions of these specifications notwithstanding, it is agreed that the intent of this

contract is to provide a level of management that will also present a pleasing and desirable appearance at all times.

The District representative:

1. Shall answer any and all questions that may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders that the Contractor fails to promptly carry out;
3. Shall have the authority to implement alternative action either by District forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions;
4. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the materials furnished and the work performed.
 - b. The manner of performance.
 - c. The rate of performance.
 - d. The interpretation of the work specifications.
 - e. The acceptable fulfillment of the contract on the part of the Contractor.
5. Shall establish the priority of long and short term tasks.
6. Direct the Contractor to perform work at other facilities as needed.

G. Task Descriptions

The list provided below is an overview of possible tasks to be completed during the course of a year. Whether or not they need to be completed is dependent upon the conditions present at that time. Conditions dictating the need to perform a certain task include District recycled water customer irrigation demand, weather, field conditions, crop conditions, and competing demands for the use of the land.

- Moving irrigation pipe into and out of the fields.
- Maintaining field infiltration rates, percolation rates and drainage patterns either mechanically or by hand.
- Seeding of fields, including preparing fields for seeding. Preparation may include discing, rock removal, ring rolling, etc.
- Managing vegetation via green chopping, mowing, discing, etc.

- Weed control on and off of the fields.
- Management of farm catch-basins, including maintaining percolation rates, water levels, discharge gates and plugs.
- Operate irrigation system pumps and valves.
- Maintain records of volumes of water applied to the fields.
- Maintain functionality of irrigation valves and heads.
- Maintain and repair District farm equipment as directed.
- Maintain and repair Farm roads and fences as needed.

H. Field Care

At the close of the contract period, all fields, drainages, catch basins, roads and adjacent areas shall be checked by the District and shall be returned to the District in a satisfactory condition. Any area found to be in an unsatisfactory condition as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired by the Contractor at no cost to the District.

I. Field Monitoring

The Contractor shall inspect the fields daily for soil and crop condition, and report any problems or concerns to the District.

J. Field Management

Fields will be managed to optimize the ability to accept irrigation water without runoff. Crops will be managed to eliminate weed populations and prevent weed invasion. Non-cultivated fields will be managed to eliminate weeds via well-timed fieldwork and to promote the growth and success of the desired plant species.

The Contractor shall notify the District immediately upon discovery of damage to any fields. Costs to repair fields or replace crops damaged as a result of anything other than Contractor neglect will be borne by the District. Costs to repair fields or replace crops damaged as a result of the Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage immediately after authorization to repair has been received from the District.

K. Management of adjacent Basins, Berms and Roads

1. Basins

Basins will not be allowed to fill with sediments, always maintaining acceptable capacity below the standpipe gate to capture any excess irrigation water that

might leave the field.

2. Berms

Berms will be kept clear of weeds, and managed to promote the growth of native grasses for erosion control.

3. Roads

Roads will be kept clear of weeds and soil. Potholes and washouts will be repaired immediately.

L. Equipment and Irrigation Systems Care

The Contractor shall receive all equipment and irrigation systems in sound working order at the beginning of the contract. If the working order of any equipment or irrigation system component is found to be otherwise, at the start of work, the District shall be notified in writing immediately. Necessary repairs shall not occur prior to District authorization.

At the close of the contract period, all equipment and irrigation system components shall be checked by the District and shall be returned to the District in a satisfactory condition. Any equipment or system component found to be faulty as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired or replaced by the contractor at no cost to the District.

M. System Monitoring

The Contractor shall inspect the irrigation systems continually for broken and clogged heads, malfunctioning or leaking valves, and any other condition that might hamper the correct operation of the system or reduce irrigation or result in runoff. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Authorization must be obtained from the District before proceeding with repair work.

N. Equipment and irrigation system maintenance, repair and operation

The Contractor shall notify the District immediately upon discovery of damage to equipment and/or irrigation system components. Costs to repair or replace equipment and/or irrigation system components deteriorating due to normal wear and tear or that have been damaged by vandalism will be borne by the District. Costs to replace equipment and/or irrigation system components which have deteriorated or been damaged as a result of the Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage as soon as possible after

authorization to repair has been received from the District.

Any damages resulting from a failure of the Contractor to promptly report or repair equipment or irrigation system problems will require the Contractor to make the repairs at the Contractor's own expense. All replacement of equipment parts and irrigation system equipment and components shall be original equipment types where known. All substitutions for replacement equipment and components shall be approved by the District prior to performing the work.

Irrigation shall be performed by the use of manually operated irrigation systems. The Contractor will ensure uniform coverage of the irrigated areas by the irrigation system.

All damages to public or private property, as well as any fines levied against the District as a result of excessive irrigation water or irrigation water runoff shall be charged against the contract payment unless the contractor makes immediate reparation to the satisfaction of the District.

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL

The District uses recycled water for irrigation. The Contractor shall inform his staff that this is a non-potable water source and should not be used for drinking, washing or other uses.

B. EMERGENCY INFORMATION

The Contractor shall provide the District with the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.
4. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.

C. SUBMITTALS

1. Monthly Submittals

As required by law, the Contractor shall submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used on the contract.

2. Soils Tests

Soils tests will be obtained and tested by the District. The Contractor will not receive payment for soils tests performed without District authorization.

D. SUBSTITUTE PRODUCTS

Equipment or products which do not conform to District specifications or as specified herein must be submitted to and approved in writing by the District prior to use.

E. EQUIPMENT AND LABOR

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the District.

F. STANDARDS OF PERFORMANCE

All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor shall provide the District a copy of all work records and receipts of materials used on work sites covered by this contract, upon request.

The District representative:

1. Shall decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders which the Contractor fails to promptly carry out;
3. Shall secure any separate contract required to accomplish the work and prevent

loss or damage;

5. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the materials furnished and the work performed.
 - b. The manner of performance.
 - c. The rate of performance.
 - d. The interpretation of the work specifications.
 - e. The acceptable fulfillment of the contract on the part of the Contractor.
6. Shall direct the inspection and administration of the work;
7. Shall have the authority to implement alternative action either by District staff or separate contract to accomplish the work activities and prevent loss or damage based upon the urgency of the situation.

G. DAMAGE REPAIR

1. Authorization

Prior to the start of any damage/repair work, irrigation system related or otherwise, the Contractor shall obtain authorization from the District Representative. The Contractor shall complete repairs within 24 hours after approval on major components, and within 48 hours after approval on minor items. No approval or compensation will be granted for any damage caused by the Contractor's operations and/or negligence.

IV. FARM WORK REVIEW AND PAYMENT

A. REVIEW

Work logs and records shall accompany invoices and will be reviewed and approved before payment is issued. Work records will indicate the type of work performed and the area where it was performed. Work logs will indicate labor and equipment hours invoiced.

B. PAYMENT

For all the services the Contractor is obligated to perform under the terms of this contract, the District shall pay to the Contractor the sum of the hours worked and unit prices bid.

The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The District's check for payment shall be mailed to the Contractor within 30 days of receipt of the Contractor's demand for payment.

V. TERMS; OPTIONS TO RENEW

The term of the Agreement shall be for two years, commencing February 4, 2020, following a written Notice to Proceed, and concluding on February 3, 2022. The District shall have the option to renew said agreement for no more than three (3) successive one-year terms upon the terms and conditions as provided in the Agreement, subject to price modifications that have been agreed upon by the District and Contractor pursuant to the provisions of these specifications.

A set inflation indicator shall be stated in proposal. Pricing shall remain firm for the first year, while renewal periods will be in increments of one year, using stated indicator, and shall not exceed four renewal periods.

VI. PROPOSAL REQUIREMENTS

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.

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals must be received via email by 3:00 p.m. on Thursday, December 18, 2019 to sharris@lvmwd.com .

Answers to questions received will be posted online no later than Thursday, December 19, 2019 at <http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids>. It is the proposer's responsibility to ensure that they access and review any questions and answers posted. The District is not responsible to notify individual potential bidders of the availability of questions and answers beyond this notice.

CONTACT WITH PERSONNEL OF THE DISTRICT OTHER THAN ABOVE

REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Addendums

The District may post Addendums to the RFP online at the District’s website (www.lvmwd.com). It is the potential proposer’s responsibility to access any addendums and ensure that stated requirements are met.

B. Schedule of Events

The following schedule details key dates and times related to this RFP. The District reserves the right to revise this schedule.

Date	Activity
December 9, 2019	RFP Issued
December 16, 2019	Mandatory Pre-bid Site Inspection
December 18, 2019	Deadline for Request for Information “RFI” Questions is 12 Noon.
December 19, 2019	Responses to RFI & Addendum Posted (if needed) by 4pm.
January 10, 2020	Proposals Due
January 13 - 16, 2020	Evaluation committee/ Presentations (if needed)
January 17, 2020	Contract Awarded
January 18, 2020	Insurance Documentation and Contract Signing
February 7, 2020	Start-up Meeting
February 7, 2020	Implementation of Service

C. Submission of Proposals

The following material is required to be received by 3 p.m., January 10, 2020 for a proposing firm to be considered:

Proposal Format—Proposal shall be submitted in the format illustrated in Exhibit A.

Cost Schedule—Completed District Cost Schedule form (Exhibit B) listing monthly landscape and irrigation fees in the format provided, for each location. Attach separate listing of any additional fees not specifically listed on the cost schedule.

Work Schedule—detailed listing of the work to be completed at each location detailing frequency, i.e. daily, weekly, monthly, bi-monthly, etc.

Work Plan—detailed listing describing the team’s approach to perform the work identified in the Scope of Services.

Employee Schedule—complete listing of number of employees assigned to each location, their positions, and estimated hours spent at each location for work listed on work schedule.

Product Listing—complete listing of all proposed products to be used on District facilities, upon final execution of contract Safety Data Sheets will be required prior to the start of work.

Equipment Listing—Complete listing of equipment available to provide the work as prescribed.

Proposals must be submitted electronically to the District contact, listed below, on or before proposal due date.

Scott Harris
Resource Conservation Supervisor
sharris@lvmwd.com

VII. ADDITIONAL CONDITIONS

- A. Mandatory Site Inspection.** A mandatory site inspection will be conducted on December 16, 2019 at 10:00 am. Inspection will begin at District Headquarters main office. It is expected the inspection will take 1 hour and proposers must attend the entire inspection. Proposals will not be considered from firms not represented during the site inspection. In order to allow for proper accommodations each firm will be allowed no more than two representatives. Firms may register for the site walk by e-mailing the listed District contact.
- B. Subcontractors.** Subcontractors are allowed, but are subject to the approval of the District.
- C. Applicable Law.** It is the proposer’s responsibility to ensure all applicable laws and regulations are followed, including but not limited to any state, county, or local wage requirements.
- D. Chemicals.** All supplies used within District facilities shall be represented to and approved by the District Representative through the Global Harmonized System-Safety Data Sheet (GHS-SDS) prior to on-site usage. Prior to any chemical use, the Contractor must submit for approval, by the District Representative, a list of all chemicals proposed for use. Materials included on this list shall be limited to chemicals

approved by the Department of Agriculture of the State of California. Brand names and generic descriptions are to be included.

VIII. EVALUATION PROCEDURES

- A. Review of Proposals.** Proposals submitted will be evaluated by key District personnel. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.
- B. Evaluation Criteria.** Proposals will be evaluated using a variety of criteria. The following represent the principal section of criteria which will be considered during the evaluation process.
1. Proper licensing
 2. Cost for Services
 3. Past performance and stability of the proposer on other projects
 4. Clarity of proposal, completeness, and inclusion of requested information
 5. Adequate equipment
 6. Adequacy of proposed staffing
 7. Technical approach
- C. Oral Presentation.** During the evaluation process, the District may, at its sole discretion, request any one, all, or no firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal. Not all firms may be asked to make such oral presentations.
- D. Final Selection.** The District will recommend a contract to the Board based upon the recommendation of District staff reviewing the proposals.

IX. CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS

- A. Right to Reject Proposals.** Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right without prejudice to reject any or all proposals.
- B. Receiving Time / Late Proposals.** It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will be returned unopened to the sender. Postmarks are not accepted, all responses must be received by the District by the

deadline.

- C. Acceptance of Conditions Governing this RFP.** Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- D. Incurring Cost.** Any cost incurred by the proposer in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.
- E. Proposer's Rights to Withdraw Proposal.** Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing.
- F. Best and Final Offer.** The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.
- G. Disclosure of Proposal Contents.** All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.
- H. Insurance.** Any vendor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.

X. EXHIBITS

Exhibit A –Proposal Format

1. Title Page

- i. Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents

3. Profile, Qualifications and Experience

- i. Provide a general overview and brief history of your organization, including customer service philosophy, parent and/or subsidiary companies, and the number of employees.
- ii. Describe direct experience in farming services provided for other landowners. At a minimum provide the following for each project: Name of Landowner; Location and size of land being managed; Scope of Services provided; Dates of the project; Size of farm crew you have working at that site.

4. Key Personnel

- i. Provide the name, job title, length of employment and wage scale for each person that will be assigned to this contract.

5. Equipment

- i. Provide a listing of equipment you have available to perform the work.

6. References

- i. Please provide at least three (3) references that are of similar size and scope of service utilization as the District.

Contact Name: _____

Title: _____

Name of Customer: _____

Address: _____

Telephone Number: _____

E-mail: _____

Services Utilized: _____

7. Work Plan

- i. Provide a detailed work plan describing the team’s approach to perform the work identified in the Scope of Services (Section II) including proposed service frequency schedule.

8. Cost for Services

- i. Provide “Farm Services Unit Price List” on District form. Provide detailed pricing of all costs associated with completing the tasks identified the Scope of Services (Section II) including all cost related to proposed services.
- ii. Provide Estimate of Annual Costs
- iii. Provide set inflation indicator for annual renewals.

9. Contractual Services Agreement

- i. Please note any exceptions or alterations proposed to the District’s standard Contractual Services Agreement.

Exhibit C- District's Standard Contractual Services Agreement

AGREEMENT FOR SERVICES

This Agreement is entered into this _____ day of _____, 20__, by and between the LAS VIRGENES MUNICIPAL WATER DISTRICT ("DISTRICT"), and [Contractor Name] ("CONTRACTOR"). Hereinafter, DISTRICT and CONTRACTOR are referred to collectively as "Parties."

1. Scope of Work. This agreement sets forth the terms under which CONTRACTOR shall, in good workmanlike and professional manner, perform the services described in Exhibit "A" for DISTRICT.

2. Term.

This agreement shall commence on the date above written, and shall continue until completion of the services described above.

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

3. Labor and Equipment. CONTRACTOR will furnish labor, equipment, and materials necessary to perform the work, except equipment and materials to be provided by DISTRICT, as set forth in Exhibit "B".

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.

4. 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.

5. Compensation and Reimbursement. DISTRICT shall compensate and reimburse CONTRACTOR, including all reimbursable expenses, as provided in Exhibit "C" entitled "Fee Schedule" attached hereto and made a part hereof. CONTRACTOR shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within 30 days of receipt of an accurate invoice.

6. Termination.

(a) 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 of Work of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) Either party may terminate this agreement on thirty (30) days' written notice for any reason. If this contract 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 the contract is terminated

by Contractor without cause, Contractor shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

7. No Subcontracts or Assignments. Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which DISTRICT, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

8. 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.

9. 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.

10. Compliance with Applicable Law.

(a) CONTRACTOR agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract.

(b) CONTRACTOR and sub-consultants will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the DISTRICT's offices. Should the prevailing wage rules apply to any of the work described in Exhibit A, CONTRACTOR will post one copy of the prevailing rates of wages at the job site. 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.

11. 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.

12. 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.

13. Time of the Essence. Time is of the essence as to each and every provision of this Agreement.

14. Insurance.

(a) Policies: 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:

(1) Comprehensive General Liability, including premises-operations, products/completed, broad form property damage, bodily injury, and blanket contractual liability with the following coverages:

General Liability	\$1,000,000 per person per occurrence \$2,000,000 annual aggregate combined \$1,000,000 property damage or bodily injury per occurrence Cross-liability exclusions prohibited
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(2) Automobile Liability, including owned, hired, and non-owned vehicles with the following coverages:

Auto Liability	\$1,000,000 combined single limit
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(3) Workers' Compensation insurance in amounts in accordance with statutory requirements.

(b) CONTRACTOR shall provide DISTRICT with certificates of insurance reflecting the insurance coverages described in the paragraphs above, upon request.

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

(1) Commercial general liability and automobile liability:

(i) Agency and its Board members, officers, employees, agents and volunteers shall be added as additional insureds.

(ii) Consultant's insurance shall be primary insurance as respects the Agency, its Board members, officers, employees, agents, and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant'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 Agency, its Board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(v) The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible

and/or self-insured retention and Agency, at its option, may require Consultant 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 Agency.

(vi) Prior to start of work under this Agreement, Consultant shall file with Agency 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). Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts.

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

(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 Agency as to the use of such insurer.

(e) Consultant 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. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

15. Notices. All notices, billings, and payments which are required or permitted to be made hereunder shall be in writing and shall be sent by personal delivery, first-class mail, return receipt requested, overnight or express mail service, or facsimile. Notices shall be deemed to have been received: upon delivery if personally delivered; seventy-two (72) hours after deposit in the U.S. Mail; or on the day of transmission via facsimile, unless sent after business hours, and in that event, on the next business day. Notices may be sent to the following addresses. The parties may deliver notice of change of address or delivery information in the manner outlined in this paragraph 15.

DISTRICT: Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
Attn: Contact Name

CONTRACTOR: Contractor Name
Contact Name
Address
City, State Zip

16. Arbitration and Waiver of Jury Trial. If a dispute arises between the Parties it shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the

Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of arbitrators within fifteen days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

17. 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.

18. Invalidity of Part Shall Not Invalidate the Whole. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

19. Integration. This Agreement states the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises, or covenants as to the subject matter hereof except as expressly set forth herein. This Agreement may not be modified or altered except in writing, signed by both parties.

20. Indemnity. CONTRACTOR shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, or employees in rendering services under this agreement, excluding, however, such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts. This indemnity section of the Agreement shall survive the termination of this Agreement and/or the completion of the terms set forth in the Agreement.

21. Attorneys' Fees. If an action at law or in equity is brought to enforce any provision of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted to an award in the same or a subsequent proceeding, to reasonable attorneys' fees and costs.

22. Governing Law. This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**LAS VIRGENES MUNICIPAL
WATER DISTRICT**

[CONTRACTOR]

David W. Pedersen
General Manager

By: _____
Printed Name: _____
Title: _____