



REQUEST FOR PROPOSALS

For

Farming Services

Request Issue Date

September 10, 2020

Bid Submittal Due Date

October 2, 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 Act of 1911 (California Water Code 7100). 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 4:30 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 October 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) years and include three (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 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 56 acres of generally flat fields, falling off slightly to the west. This acreage is divided into 12 separately irrigated fields. All fields are irrigated via above ground solid set irrigation pipe of which 9 take water through booster pumps. A recent expansion of the existing solar fields in the north sprayfields has reduced the acreage and number of sprayfields requiring maintenance. Proposals should reflect the reduction in acreage and number of sprayfields needing maintenance and disposal of recycled water. Alternatively, applicants can propose where additional work will be performed within the scope of this RFP as an offset to the reduction in the work area resulting from the expansion of the solar fields. 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)

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 his 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.

3. California Department of Industrial Relations

Contractor is required to register with the California Department of Industrial Relations (DIR) and submit information to DIR as required.

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 one year, commencing January 6, 2020, following a written Notice to Proceed, and concluding on January 5, 2021. The District shall have the option to renew said agreement for no more than four (4) 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 September 22, 2020 to sharris@lvmwd.com .

Answers to questions received will be posted online no later than Wednesday, September 24, 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
September 10, 2020	RFP Issued
September 17, 2020	Mandatory Pre-bid Site Inspection
September 22, 2020	Deadline for Request for Information “RFI” Questions
September 24, 2020	Responses to RFI & Addendum Posted (if needed)
October 2, 2020	Proposals Due
October 5-8, 2020	Evaluation committee/ Presentations (if needed)
October 20, 2020	Contract Awarded
October 21, 2020	Insurance Documentation and Contract Signing
October 29, 2020	Start-up Meeting
November 2, 2020	Implementation of Service

C. Submission of Proposals

The following material is required to be received by 3 p.m., October 2, 2019 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 September 17th 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, 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

Las Virgenes Municipal Water District/Agency AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this ____ day of _____, 20XX by and between Las Virgenes Municipal Water District ("District"), and Contractor ("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 _____
Choose an item. 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:

Las Virgenes Municipal Water District
Attn: [Click or tap here to enter](#)
4232 Las Virgenes Road
Calabasas, CA 91302

Contractor:

[Click or tap here to enter text.](#)

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 Los Angeles 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:

Las Virgenes Municipal Water District

[Contractor]

David W. Pedersen
General Manager

Name
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