



REQUEST FOR PROPOSALS

For

FUEL SITE DESIGNATED OPERATOR

RFQ Issue Date

November 23, 2020

RFQ Submittal Due Date

December 4, 2020

KEY RFP DATES (Subject to change at discretion of District):

Issue Date:	Monday November 23, 2020
Pre-Proposal Meeting:	There is no meeting scheduled.
Deadline for Requests for Information:	Monday, November 30, 2020
Proposal Due Date:	Friday, December 4, 2020; at 3:00 P.M.
Projected Award Date (anticipated):	Monday, December 14, 2020



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for **Fuel Site Designated Operator, Maintenance and Repair Services**.

Responses to this Request for Proposals (RFP) will be accepted until Friday, December 4, 2020, at 3:00 p.m.

Responses to this Request for Proposals (RFP) must be submitted electronically to the following email address: DANDERS@LVMWD.COM

It is the responsibility of the proposer to ensure that any proposals submitted have been sent to the email address provided prior to this proposal due date and time.

Proposals shall NOT be mailed or sent via telegraphic or facsimile means.

All notifications, updates and addenda will be posted online on the District's RFP Bid page at:

[Request for Proposals \(RFP\) – Professional Services](#)

<https://www.lvmwd.com/about-us/management/engineering-and-external-affairs/technical-services-planning-engineering/request-for-proposals-rfp-professional-services>

Proposers shall be responsible for monitoring the District's RFP Bid page to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

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I. GENERAL

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.

A. NATURE OF WORK:

The District is seeking proposal (RFP) for fuel site designated operator, maintenance and repair services. A detailed scope of work is included in ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

B. SUBMITTAL OF PROPOSAL:

Responses to this Request for Proposals (RFP) must be submitted electronically to the email address provided. It is the responsibility of the proposer to ensure that any proposals submitted have been transmitted to this proposal due date and time.

C. PROPOSAL EVALUATION AND RATING:

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 35%
- Relevant Project Experience 20%
- References 10%
- Fee 35%

The District has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the District evaluation criteria set forth above.

A final score will be calculated for each submitted proposal and used to rank the proposers.

D. PROJECT FUNDING:

Project is funded through District's annual operating budget.

E. TERM OF CONTRACT AGREEMENT:

This term of the agreement will be one year with four (4) optional renewal periods. The Standard Contractual Services Agreement is provided as ATTACHMENT 5: STANDARD AGREEMENT in the Appendix of this RFP.

II. **PROPOSAL TERMS AND CONDITIONS**

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP and that it is capable of effectively and efficiently performing quality work to achieve the District's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT

The District and the selected Proposer will enter into an Agreement similar to that as shown in ATTACHMENT 5: STANDARD AGREEMENT in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the District reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the District deems most appropriate.

C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES

District shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of its proposal.

E. JOINT OFFERS/SUBCONTRACTORS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-Contractor basis. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-Contractors be offered, the Proposer shall provide the same assurances of competence for the sub-Contractor plus the demonstrated ability to manage and

supervise the subcontracted work. Sub-Contractors shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-Contractors in the same manner as the Proposer.

F. DIR REGISTRATION

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

G. PREVAILING WAGE

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1). The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Prevailing Wage Compliance and Monitoring

Contractor is aware of the requirements of the 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 requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. 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 job site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of a failure or alleged failure to comply with the Prevailing Wage Laws.

III. **INSTRUCTIONS TO PROPOSERS**

A. DISTRICT RESPONSIBILITIES

The District will provide information in its possession relevant to preparation of required information in RFP. The District will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibility for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made in writing via e-mail to the Project Manager (contact information as noted on the cover page to this RFP) by or before the "Deadline for Requests for Information" date noted on the cover page of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated below in SUB-SECTION D "ADDENDA".

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on District's website, [Request for Proposals \(RFP\) – Professional Services](#).

E. LICENSES & PERMITS

The selected Proposer shall be required to obtain a District of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the District Project Manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by

the Scope of Work.

F. INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of notice of award.

G. DISTRICT RIGHT TO REJECT

The District reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The District reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The District reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful Proposer and the District shall assume no liability of such subcontractors.

H. PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the District Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. NUMBER OF COPIES AND SIGNATURE

Refer to SECTION I "GENERAL" above.

2. DEADLINE

Proposals are due at the date and time set forth above in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

A responsive proposal shall contain the following documentation:

1. STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be limited to a MAXIMUM of (20) SINGLE- SIDED PAGES (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11" x 17". The Statement of Qualifications includes the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.

b. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement attached as ATTACHMENT 5: STANDARD AGREEMENT in the Appendix of this RFP.

c. Firm and Team Experience

Proposal shall include a profile of the firm's experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and a description of the organization. The project manager/principal agent shall be the primary contact person to represent your firm.

d. Understanding Scope of Services

Proposal shall include an outline, which demonstrates the firm's understanding of the scope of services and relevant experience performing relative tasks. This outline should include anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the District should be made aware of.

e. Relevant Project Experience

Proposal shall include a list of relevant projects, which your firm or personnel have completed within the last five (5) years, including significant work with public agencies. Project information should include project description, year completed, client name, along with a person to contact and their telephone number.

f. References

The Proposer shall submit a list of agencies, past and present, for whom you have provided work similar to that identified in detail RFP (ATTACHMENT 1:SCOPE OF SERVICE) for the last five (5) years.

2. SCOPE OF SERVICES AND SCHEDULE:

Proposal shall include a Scope of Services and Schedule, which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the

requested Scope of Work detailed in Attachment 1 of this RFP.

3. FEE SCHEDULE

Proposer's fee schedule shall be submitted concurrently with the technical proposal. This shall include the firm's Standard Hourly Fee Schedule as stated in the Appendix: Attachment 2: Fee Schedule.

V. PROPOSAL REVIEW (CONTRACTOR SELECTION)

A. EVALUATION AND RATING

Refer to SECTION I "GENERAL" above.

B. SELECTION

The committee may interview the top ranking proposers. The District will recommend award of the agreement to the proposers who will provide the best quality and value to the District. District reserves the right to begin negotiations and enter into an agreement without interview or further discussions.

VI. AWARD OF AGREEMENT

A. REQUEST FOR DISTRICT BOARD ACTION

Following evaluation and rating by the proposal review committee and following the District's purchasing policy, the award of an agreement to the proposer providing the best quality and value to the District will be processed. Depending on the total value of the agreement, the agreement will be either administratively approved.

B. EXECUTION OF AGREEMENT

A standard agreement is included as ATTACHMENT 5: STANDARD AGREEMENT in the Appendix of this RFP. "Proposer" will hereinafter be referred to as "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

VII. IMPLEMENTATION

A. NOTICE TO PROCEED

A formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.

VIII. PUBLIC RECORDS

All responses to the RFP shall become property of the District, and proposals will become public record after award of agreement. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

Appendix
ATTACHMENT 1: SCOPE OF WORK

SCOPE OF WORK

PROJECT OVERVIEW

The District is seeking bids from qualified, experienced contractors to provide Designated Underground Storage Tank (UST) Operator Services as well as testing, maintenance and repair services for its UST fuel sites. The District currently operates two (2) gasoline, diesel, and waste oil Underground Storage Tanks (USTs) as shown in Attachment 3 and listed below:

- 1) District Campus: 12,000 gallon unleaded gas tank– 4232 Las Virgenes Road, Calabasas, CA 91302
- 2) District Campus: 12,000 gallon diesel fuel tank– 4232 Las Virgenes Road, Calabasas, CA 91302

Additional sites may be added during the term of the contract following mutual agreement between District and contractor.

The selected contractor shall become the District's Designated UST Operator for two (2) District-owned USTs at one (1) location throughout the District. Contractor must be a certified California UST System Operator. Services will include 30-Day inspections, annual & triennial testing, conducting District staff training, and scheduled or emergency maintenance and repairs.

The selected contractor shall possess sufficient knowledge to assist the District with maintaining compliance with UST regulations and shall adhere to all applicable Federal, State, and Local regulations pertaining to the operations, maintenance, and reporting for UST systems. Contractor shall notify the District within (1) business day of discovering any suspected issue or activity that could potentially cause non-compliance with any applicable regulation(s).

DESCRIPTION OF PROJECT

The District requires inspection services and maintenance of fuel sites that includes furnishing and delivering parts, supplies, and accessories for gasoline, diesel, and waste oil USTs. Additional miscellaneous items such as pumps, plumbing, tanks, nozzles and monitoring systems may also be requested.

The District expects that the contractor will have an adequate supply of replacement parts available on the service trucks. The supplies shall include, but not limited to, various Veeder-Root sensors (at least one of each type), Veeder-Root probe cables, spill bucket drain valves (at least one of each type), mechanical line leak detector and hanging hardware for a typical Gasoline and Diesel dispenser. The District lists the current equipment in Attachment 3-2.

Contractor shall be licensed and/or certified to perform all inspections, testing, repairs, and alarm responses in compliance with all City, State and Federal regulations and in accordance to Departmental needs. Contractor shall provide proof of certifications at the District's request.

Fixed quotes may be required for projects and/or repairs. Contractor shall notify District designee for any work that will exceed \$1,000.

Contractor shall provide the District with their list of petroleum equipment supply vendors. Written confirmation from the parts vendor shall be provide to the District if the contractor is unable to obtain the parts within 48 hours. Failure to provide written confirmation could result in liquidated damages.

Upon completion of any testing, the Contractor shall submit an electronic copy of the test results and printouts to the District designee and the proper regulatory Agency. (Testing and inspections include, but are not limited to the Sites listed in Attachment 3-1). Contractor shall include the District designee on any correspondence with regulatory Agencies and shall notify the District immediately of any failed test results. Under the District’s direction, the Contractor may be granted access to the District’s California Environmental Reporting System (CERS) account to upload UST-related documents and test results.

The Contractor is responsible for disposing all waste generated during testing events. In the event of a waste or material spill that may pose adverse effects to the environment, the Contractor shall notify the District immediately and shall promptly begin spill cleanup and abatement.

1. DESIGNATED UST OPERATOR SERVICES

Contractor shall have valid Designated UST Operator(s) certification(s). A list of employee names, qualifications including copies of current International Code Council (ICC) certification(s) and expiration dates for persons conducting the Designated UST Operator services shall be provided with the bid. The District would prefer that the Designated Operator is also an ICC Certified UST Service Technician.

The Designated UST Operator shall provide general oversight of the UST program with specific emphasis on regulatory compliance issues. The Designated UST Operator shall fulfill the responsibilities set out in Title 23 of the California Code of Regulation, Chapter 16, Statue 2715 and 2716. Failure to conduct inspections within the required 30-Day timeframe may result in contract termination.

As a minimum, the Designated UST Operator’s responsibilities shall include:

REQUIREMENTS	YES	NO	COMMENTS AND EXCEPTIONS
30-DAY INSPECTION – Inspections shall			
include, but not limited to the following:			
1. Alarm History – For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for the past month.			

<p>2. Alarms – Investigate all leak, liquid level, vacuum, brine, and communication and LLD alarms – Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate. For containment-sum liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC-certified service technician, visually inspect the containment sump for the presence of liquid or debris.</p>			
<p>3. Inspect Spill Containment – Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water intrusion or overflow. If necessary, clean affected spill buckets at time of inspection.</p>			
<p>4. Sumps - It is the DO's responsibility to open and inspect every sump (including transition sumps) during the monthly inspection. If necessary, clean affected sumps at time of inspection.</p>			
<p>5. Leak Detection Sensors - All leak detection sensors must be redundant and properly placed, meaning each sensor is placed so that it is capable of continuously detecting a leak at the earliest possible opportunity. Sensors in UDCs and sumps must be continuous, tamper-proof, positioned at true vertical and located at the lowest point.</p>			
<p>6. Test Overflow Alarm – Test the audible and visual overflow alarm on systems, if equipped. Test output relay, if applicable.</p>			
<p>7. Visual Site Inspection – At fueling sites, visually inspect the hoses, breakaways and nozzles for leaks, or seeping, and checking dispensers and card readers for external integrity. If present, inspect aboveground piping and hoses for leaks and seeping. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. For any deficiencies</p>			

observed, notify District designee immediately. Tag out affected fueling positions for any hanging hardware issues			
8. <u>Test and Maintenance Documentation</u> - Review documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all California State Water Resources Control Board, California Air Resources Board, South Coast Air Quality Management District and local CUPA requirements.			
9. <u>Training Verification</u> - Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.			
10. <u>Reports</u> - Compile results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout) on the Title 23 Appendix VIII form and leave it on site. Also submit an electronic copy of the inspection report and alarm history to the District designee.			
<u>FACILITY EMPLOYEE TRAINING</u> - In accordance with Title 23 of the California Code of Regulation, Chapter 16, Statue 2715, provide annual training to all existing facility employees, and all new facility employees prior to the District employee assuming their duties. Training shall include, but not limited to the following topics:			
1. Best Management Practices a. Record Keeping b. Preventative Maintenance c. Delineation of Responsibility d. Knowing your system and the spill response kit Compliance with all regulations			
2. The Monitoring System a. Explanation of how the system is monitored, is redundant, and is continual. b. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms.			

<p>3. Spills and Overfill Response – Provide training that covers the procedures to follow in the event of an unauthorized release.</p> <p>a. Emergency Contacts – Location of posted contacts list.</p> <p>b. Proper Operation of the Fueling System (where applicable)</p>			
<p><u>SITE REPAIR NOTIFICATION</u> – In the event that the Designated UST Operator discovers a sub-standard condition at a UST site or a situation that is non-compliant, the Designated UST Operator shall call the District designee or their representative to initiate a service call to bring the site up to</p>			

2. REQUIREMENTS FOR DESIGNATED UST OPERATOR

REQUIREMENTS	YES	NO	COMMENTS AND EXCEPTIONS
a) A current California UST System Operator Certification.			
b) At least four years of experience as a Designated UST Operator for a major Municipality.			
c) Excellent written and oral communication skills.			
d) A detailed knowledge of all CUPA and SCAQMD documentation required for USTs in the District’s service area.			
e) A good working relationship with the local CUPA.			
f) A detailed knowledge of each of the UST sites listed.			
g) Excellent references (four total)- Two municipal customers, one industry professional and one Santa Ana-area CUPA inspector (preferably)			
h) Additional Certifications: California UST Service Technician Certification. Veeder Root (Level 2, 3 or 4) ICC Services Technician Leak Detection			

3. ADDITIONAL REQUIREMENTS

REQUIREMENTS	YES	NO	COMMENTS AND EXCEPTIONS
a) Contractor, Contractor's Employees and Contractor's Subcontractors shall wear uniforms with company name and employee nametag visible and company vehicle must be properly marked with company name.			
b) Contractor, Contractor's Employees and Contractor's Subcontractors shall Perform all work in accordance to all City, State, and Federal Safety Standards and Regulations. Contractor shall obtain a copy of the City's Safety Policies and Procedures form the City's Risk Management Office.			
c) Upon entering the job site, Contractor, Contractor's employees and the Contractor's Subcontractors shall check in with a City employee (in person or by (phone) and document start time on work order. Upon job completion, Contractor shall document time completion and have work order signed by a City Employee.			
d) The City designee will identify the type of service response required when the request is initiated.			
d1) EMERGENCY RESPONSE: Phone response within 30 minutes of the initial call. Arrival on site within 2 hours of phone confirmation.			
d2) NON-EMERGENCY RESPONSE: Confirmation of onsite arrival the next business day.			
d3) GENERAL SERVICE REQUEST: Service needs to be completed prior to the next Designated Operator Inspection.			

---End of SCOPE OF WORK Section.---

Appendix
ATTACHMENT 2: FEE PROPOSAL

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Appendix: Attachment 1) and am familiar with the scope of work. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposer Item Price – Pricing shall be based on a unit cost for services described in Scope of Services. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by District in writing.

Contractor shall submit additional labor, material and equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials. Specify and estimate any other costs associated with the system.

Total quotation is to be firm offer for no less than ninety (90) days and will be regarded by the District as **bidder's best and final offer**.

Note: **This contract is subject to prevailing wages.**

TO: LAS VIRGENES MUNICIPAL WATER DISTRICT

FROM: _

Item #	Bid Item		Fee
30 DAY TESTING:			
1.	Provide a fee to perform all tasks necessary for 30 Day Designated UST Operator Inspection	Cost per site	\$ _____
ANNUAL TESTING:			
2a	Annual Motor Certification, Spill Bucket Test and Line Leak Detector Test		
	1. Cost per test	Cost per site	\$ _____
	2. Cost per re-test*	Cost per site	\$ _____
2b.	Annual Vapor Recovery Testing		
	1. Cost per test		\$ _____
	2. Cost per re-test*		\$ _____
TRIENNIAL TEST (REQUIRED EVERY THREE YEARS):			
3.	Secondary Containment Testing		
	1. Cost per test		\$ _____
	2. Cost per re-test*		\$ _____
*Re-test cost sections are listed in case the re-test is performed on a different day.			
4.	Facility Employee Training as per regulations and UST program requirements	Cost per Training	\$ _____
5.	In person attendance at UST Task Force meetings as per UST program requirements. Meetings are normally one hour. Invoice shall be for actual meeting time. Cost shall include travel time to reach location.	Cost per Meeting Hour	\$ _____

LABOR RATE	
6a.	Same Business Day Service Calls (service calls made by 1:00 p.m. PST). The Contractor shall quote labor rates and provide explanation as required herein:
	1. Straight Time \$_____ per hour
	2. Over Time \$_____ per hour
	3. Double Time: \$_____ per hour
6b.	Next Business Day Service Calls (Service calls made after 1:00p.m. PST). The Contractor shall quote labor rates and provide explanation as required herein:
	1. Straight Time \$_____ per hour
	2. Over Time \$_____ per hour
	3. Double Time: \$_____ per hour
	4. Travel \$_____ per _____
Contractor shall define what constitutes Straight Time, Over Time and Double Time:	
Straight Time: (please specify if a minimum time is billed for each call.) _____	
Over Time: (please specify when overtime is paid.)	
Double Time: (please specify when double time is paid. For holidays, indicate which holidays.)	
7.	<u>Emergency Service Calls</u> (Response by phone required within 30 minutes and onsite response required within 2 hours of service call). No more than two (2) Service Technicians shall be allowed per service call without prior approval from the District.
	1. Minimum Time Charge (if any) per hour or min \$_____ per hour or min (circle one)
	2. Hourly Emergency Call Out charge during regular business hours (7:30 a.m. – 4:30 p.m., Monday-Friday) \$_____ per hour
	3. Hourly Emergency Call Out charge during non-business hours (4:31 p.m. – 7:29 a.m., Monday-Friday, weekends and holidays) \$_____ per hour
	4. Travel \$_____ per hour
Contractor shall define whether this time includes travel time (flat rate, portal to portal, actual time to reach location billed at an hourly rate, etc.). Travel billed at an hourly rate should be measured in increments of 0.25 with a maximum of 1 hour (one way).	
8.	<u>Alarm Response</u> : Normally, the District is the first to respond to Veeder Root alarms; however, the District may elect to have Contractor respond to alarms independently. Response by phone required within 30 minutes and onsite
	1. Minimum time charge (if any) \$_____ per hour or min (circle one)

2. During regular business hours (7:30 a.m. – 4:30 p.m., Monday-Friday)	\$ _____ per hour
3. During non-business hours (4:31 p.m. – 7:29 a.m., Monday-Friday, weekends and holidays)	\$ _____ per hour
4. Travel	\$ _____ per hour
Contractor shall define whether this time includes travel time (flat rate, portal to portal, actual time to reach location billed at an hourly rate, etc.). Travel billed at an hourly rate should be measured in increments of 0.25 with a maximum of 1 hour (one way).	

COMPLETE LEGAL NAME OF COMPANY TAXPAYER I.D. NO.

BUSINESS ADDRESS STREET CITY/STATE ZIP CODE

X

SIGNATURE OF AUTHORIZED AGENT NAME (PRINT) TITLE

EMAIL ADDRESS PHONE NUMBER

CSLB NUMBER DIR REGISTRATION NUMBER

Appendix ATTACHMENT 3-1

LVMWD SCHEDULE OF TANKS

Sort/Tank #	Contents <small>(Specify material)</small>	Construction <small>Material, Single or Double Wall</small>	Size <small>(Gallons)</small>	Year	Age <small>(Years)</small>	Automatic Tank Gauging Type:	Location Address	Leak Detection?	Piping P=Pressure flow S=Suction flow DBW=Double wall SW=Single wall
<u>District Campus</u>									
Tank 1	Unleaded	Double Wall	12,000			Fuel Master; Veeder Root	4232 Las Virgenes Road, Calabasas CA 91302	Yes	S; DBW
Tank 2	Diesel	Double Wall	12,000			Fuel Master; Veeder Root	4232 Las Virgenes Road, Calabasas CA 91302	Yes	P; S; DBW

**Appendix
ATTACHMENT 3 -2**

**FUEL SYSTEM REPLACEMENT COMPONENTS BY FUEL
CENTER**

LOCATION			
Campus	1	Veeder Root Leak Detection System	Tank Interstitial Sensor Piping Sump Sensor VMI Mechanical Line Leak Detectors
	2	Fuel Master Dispensing System	
	3	Diesel Fuel System	OPW Diesel Nozzle Husky 3/4" Hose Break Away Device Diesel Goodyear 3/4" X 9' Diesel Fuel Hose Goodyear 3/4" X 6' Diesel Fuel Hose

**Appendix
ATTACHMENT 4: REFERENCES**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Las Virgenes Municipal Water District
Fuel Site Designated Operator, Maintenance and Repair Services

Appendix
ATTACHMENT 5: STANDARD 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:

Las Virgenes Municipal Water District

APPROVED:

[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

---End of RFP---