



***REQUEST FOR QUOTES***

***For***

***Heating, Ventilation and Air Conditioning Services***

**RFQ Issue Date**

**December 21, 2020**

**RFQ Submittal Due Date**

**January 7, 2021**

**LAS VIRGENES MUNICIPAL WATER DISTRICT  
REQUEST FOR QUOTES – LIFT STATION AND SEWER LINE CLEANING**

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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.

The District is seeking pricing proposals from firms or contractors who wish to provide heating, ventilation and air conditioning (HVAC) services for its facilities.

The requested services are for the continuation of the following:

- Provide preventative maintenance for HVAC equipment at District facilities;
- Fix, repair and replace HVAC equipment as needed.

A one-year contract with four (4) one-year renewals may be awarded as a result of this process. The selected firm or contractor shall furnish all expertise, labor and resources to provide complete services necessary to fulfill the requirements during the term of the Agreement.

To be considered, an electronic copy of the quote must be received by **5:00 p.m. on January 7, 2021.**

**Email responses to this request must be sent to:**

Doug Anders  
Administrative Services Coordinator  
Las Virgenes Municipal Water District  
Email: [danders@lvmwd.com](mailto:danders@lvmwd.com)

**Proposals received after the above date and time will not be considered.**

## **B. Background**

The District has approximately 30 pieces of HVAC equipment that need preventative maintenance and repair. Equipment is located in a number of locations throughout the District's service area.

## **C. Term of Contract**

The term of the contract shall be for an initial one (1) year period from the date of award, and may, by mutual agreement between the District and the contract awarded proposer(s), be renewable for four (4) additional one-year periods. All prices shall be firm for the term of this contract. The contract awarded proposer(s) agrees to this condition by signing its proposal.

## **II. SCOPE OF SERVICES**

### **A. General**

The District is seeking vendor(s) who can provide ongoing preventative maintenance of HVAC equipment as well as as-needed repair of equipment.

### **B. Response to Service Request**

The vendor shall provide District with response for availability within 8 hours of a service call request. A dispatch telephone number will be provided to the District, which can be used for emergency work occurring outside of normal business hours (7:00 A.M. – 5:00 P.M. Monday – Friday).

## **III. QUOTE REQUIREMENTS**

**Each quote must contain the following:**

### **A. Provide a cover letter describing your interest in this request for quote.**

1. Provide the name, address, phone number, fax number, and email address of the contact person.
2. Subcontractors. Subcontractors are not allowed on this project. IRS regulations require all employees be issued a W-2 form. Any worker issued a 1099 in lieu of or in conjunction with a W-2 will be considered a sub-contractor. At any time during the contract the District may request payroll records to verify workers are employees and not subcontractors.

**B. Proposer Qualifications**

1. Proposers shall be qualified to perform a full range of HVAC services in the following jurisdictions: City of Westlake Village; City of Agoura Hills; City of Calabasas; City of Hidden Hills; County of Los Angeles.
2. Proposers shall be responsible for providing and maintaining equipment necessary for the work requested.

**C. Client References.**

Proposers are encouraged to provide references from similar work performed (references from local government clients are preferred) within the last three years. Information provided should include:

1. Client name, client Project Manager, address, telephone number, and email address. If client is not a local government, please indicate the type of business.
2. Type of service provided to client.

**D. Rates**

Proposer shall complete the attached **“Quote Schedule – HVAC Inspection and Maintenance Quote”**.

**E. Prevailing Wage**

Submission of a quote indicates that 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., which require the payment of prevailing wage rates on “public works” and “maintenance projects”.

**IV. CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS**

**A. Right to Reject Proposals**

Submission of a quote indicates acceptance by the firm of the conditions contained in this Request for Quotes 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 to award contracts to multiple vendors. The District reserves right to utilize cooperative contract if terms are deemed more favorable. 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 request for quotes (RFQ)**

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFQ.

**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. Award of Agreements**

Quotes will be scored on a combination of cost, qualifications, and experience. A copy of the District's standard Contractual Services Agreement is attached as Exhibit A.

**H. 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.

**I. 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. Additional insurance may be required. If so, it will be stated on front of PO or other related contract documents. 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.

## Quote Schedule – HVAC Inspection and Maintenance Quote

<u>Line</u>	<u>Facility</u>	<u>Location</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Charge Per PM (\$)</u>	
						<u>PM Maintenance Frequency</u>	<u>Include Filter Media and Installation Cost in Quote</u>
1	Building 1	4232 Las Virgenes Road Calabasas, CA 91302		Trane Model # YHC092F4RLA0PK000A106. S/N 195111894L. Roof package unit heat and cool.	6	Every two (2) months	\$ _____
2	Building 2	4232 Las Virgenes Road Calabasas, CA 91302		Building 2 roof package unit Carrier Model # 48 SS- 036060521AA. S/N 1395G10687 208/230V 3ph R-22 4.3lbs.	6	Every two (2) months	\$ _____
3	Building 7	4232 Las Virgenes Road Calabasas, CA 91302		Building 7 South side of building compressor Carly Model # 06 ET 265-360 S/N 3514UE 6034 208/230V 3ph. Feeds air handler unit in mechanical mezzanine.	6	Every two (2) months	\$ _____
4	Building 7	4232 Las Virgenes Road Calabasas, CA 91302		Building 7 South side of building Carrier Model # 24ABB336W 310 S/N 2912E21606 208/230V 1ph R- 410A 5.34lbs. Feeds Server Room.	6	Every two (2) months	\$ _____
5	Building 7	4232 Las Virgenes Road Calabasas, CA 91302		Building 7 mechanical mezzanine Air Handling Unit Carrier Model # 39LF1153AA5334-T S/N 3790T12127	6	Every two (2) months	\$ _____
6	Building 7	4232 Las Virgenes Road Calabasas, CA 91302		Building 7 evaporative cooler Model # 7500 SD, or, 8500 SD.	6	Every two (2) months	\$ _____
7	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 Chiller Unit Carrier Model # 30RBF-1306-HJ733. S/N 0615Q81747 460V 3ph. R-410 Circuit A 133lbs Circuit B 106lbs	1	Every two (2) months	\$ _____
8	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 Air Handler # 1 Carrier Model # 39NXH 111YSR S/N 4894T61832 feeds Boardroom and Library.	1	Every two (2) months	\$ _____
9	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 Air Handler # 2 Carrier Model # 39NXH 493YSR61830 S/N 4894T61830 feeds first floor including tenant space.	1	Every two (2) months	\$ _____
10	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 Air Handler # 3 Carrier Model # 39NXH 491YSR61831 S/N 4894T61831 feeds second floor.	1	Every two (2) months	\$ _____
11	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 Liebert Unit Model # MC036AL S/N 0615N125347 feeds Server Room.	6	Every two (2) months	\$ _____
12	Building 8	4232 Las Virgenes Road Calabasas, CA 91302		Building 8 boilers Patterson- Kelley Thermific Model # N- 900. S/N Boiler # 1 AH 13955010; Boiler # 2 AH 13955006.	6	Every two (2) months	\$ _____



HVAC Inspection and Maintenance Quote

13	Rancho Composting Facility	3700 Las Virgenes Rd. Calabasas, CA 91302	Operations Building Carrier Heat Pump Model # 38 AQ-024-620 S/Ns 479-2F25631; 479-2F25632.	6	Every two (2) months	\$ _____
14	Rancho Composting Facility	3700 Las Virgenes Rd. Calabasas, CA 91302	Operations Building Carrier Model # 40 RR024-6 S/Ns 3192F12698; 3192F12699.	6	Every two (2) months	\$ _____
15	Rancho Composting Facility	3700 Las Virgenes Rd. Calabasas, CA 91302	Cure Building roof package Carrier Model # 50 DJ 006-6 S/N 4692G81031	6	Every two (2) months	\$ _____
16	Rancho Composting Facility	3700 Las Virgenes Rd. Calabasas, CA 91302	Reactor Building roof package Carrier Model # 50 DJ 008-6 S/N 4592G80660; 4292G72745.	6	Every two (2) months	\$ _____
17	Lift Station One	4815 EL CANON AVE PMP CALABASAS CA 91302	Roof package Carrier Model # 48SX-024040321AA. S/N 1698G10649	6	Every two (2) months	\$ _____
18	Lift Station Two		Roof package Carrier Model # 48SX-024040331AA. S/N 3698G10612	6	Every two (2) months	\$ _____
19	L.V. Two	23589 CALABASAS RD PMP CALABASAS CA91302	Roof package American Standard The Trane Company Model # TCH210A400AA . S/N E37142708D	6	Every two (2) months	\$ _____
20	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building roof package American Standard feeds lobby and conference room	6	Every two (2) months	\$ _____
21	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building roof unit Lennox feeds small open cubical space and two offices	6	Every two (2) months	\$ _____
22	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building unit at ground level Rheem Model # RAWL-091CAZ. S/N W481800026. Feeds Air Handler Unit in mechanical room next to Scott M office.	6	Every two (2) months	\$ _____
23	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building unit at ground level Carrier Model # 38 AK 5016-E520. S/N 3002F67962. Feeds Air Handler Unit in basement.	6	Every two (2) months	\$ _____
24	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building Air Handler Unit in mechanical room next to Scott M office. Air Dynamics Model # RMG-8. S/N 1913.	6	Every two (2) months	\$ _____
25	Tapia Water Reclamat	731 MALIBU CANYON RD CALABASAS CA91302	Operations Building Air Handler Unit in basement Air Dynamics Model # RMG-10. S/N 3814.	6	Every two (2) months	\$ _____
26	Westlake Pump Statio	32601 TORCHWOOD PL WESTLAKE VILLAGE CA91361	Trane Model # TSH180F4R0A0A07A0A1B. S/N 163311290D	6	Every two (2) months	\$ _____
27	Westlake Filter Plant	32601 TORCHWOOD PL WESTLAKE VILLAGE CA91361	Filtration Building roof package York Model # D4NZ060N06546NXA. S/N N1E0869573.	6	Every two (2) months	\$ _____
28	Westlake Filter Plant	32601 TORCHWOOD PL WESTLAKE VILLAGE CA91361	Control Building Day & Night heat pump Model # 542D. S/N 0961033.	6	Every two (2) months	\$ _____

HVAC Inspection and Maintenance Quote

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29	Cornell Pump Station	28915 Agoura Rd. Agoura Hills, CA 91301	Manufacture unknown. Possible made by Carrier based on Model and Product number. Model # 561AE036- B. Product # 561AEX036000ABAA. S/N 2693E10446	6	Every two (2) months	\$ _____
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Labor Rate(s) for Maintenance/Repairs:

Classification 1:	Rate:	\$ _____ / hour
Classification 2:	Rate:	\$ _____ / hour

Material and equipment markup:	Percent Markup:	% _____
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Other:

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## AGREEMENT FOR SERVICES

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

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

**2. Term.**

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

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

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

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

**4. Time of Work.** CONTRACTOR will perform CONTRACTOR'S duties described in the Agreement during the hours of [range of hours] [daily or...]. In any event, CONTRACTOR will perform CONTRACTOR'S duties in a manner to avoid inconvenience to the users of the DISTRICT'S premises and to avoid interference with DISTRICT'S operations.

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

**6. Termination.**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONTRACTOR fails to perform in accordance with the requirements of Section 1 – Scope of Work of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) Either party may terminate this agreement on thirty (30) days' written notice for any reason. If this contract is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Contractor without cause, Contractor shall reimburse

Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

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

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

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

**10. Compliance with Applicable Law.**

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

(b) CONTRACTOR and sub-consultants will not pay less than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the DISTRICT's offices. Should the prevailing wage rules apply to any of the work described in Exhibit A, CONTRACTOR will post one copy of the prevailing rates of wages at the job site. CONTRACTOR shall comply with all prevailing wage requirements under the California Labor Code and CONTRACTOR shall forfeit as penalty to the DISTRICT a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

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

**12. Licenses, Permits, Etc.** CONTRACTOR represents and declares to DISTRICT that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR represents and warrants to DISTRICT that

CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONTRACTOR to practice its profession.

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

**14. Insurance.**

(a) Policies: CONTRACTOR shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:

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

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

Auto Liability	\$1,000,000 per person per occurrence \$2,000,000 annual aggregate combined \$1,000,000 property damage or bodily injury per occurrence Cross-liability exclusions prohibited
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(3) Workers' Compensation insurance in amounts in accordance with statutory requirements.

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

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

(1) Commercial general liability and automobile liability:  
(i) Agency and its Board members, officers, employees, agents and volunteers shall be added as additional insureds.

(ii) Consultant's insurance shall be primary insurance as respects the Agency, its Board members, officers, employees, agents, and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to Agency, its Board members, officers, employees, agents and volunteers.

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

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

(vi) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s). Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts.

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

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

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

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

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

CONTRACTOR: Contractor Name  
Contact Name  
Address  
City, State Zip

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

**17. Ownership of Data, Reports, and Documents.** CONTRACTOR shall deliver to DISTRICT notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. CONTRACTOR is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. CONTRACTOR may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONTRACTOR without additional compensation to CONTRACTOR.

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

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

**20. Indemnity.** CONTRACTOR shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or

omissions to act of CONTRACTOR or its officers, agents, or employees in rendering services under this agreement, excluding, however, such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts. This indemnity section of the Agreement shall survive the termination of this Agreement and/or the completion of the terms set forth in the Agreement.

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

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

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

**LAS VIRGENES MUNICIPAL  
WATER DISTRICT**

**[CONTRACTOR]**

\_\_\_\_\_  
David W. Pedersen  
General Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES**

CONTRACTOR shall perform the following specific services on the premises described in Section 1:

Detailed Description of Scope of Services

## **EXHIBIT B**

### **MATERIALS AND EQUIPMENT**

DISTRICT shall provide the following equipment and material to be stored on the premises described in Section 1, for the use of CONTRACTOR in performance of CONTRACTOR'S duties under the Agreement:

Description of equipment and material to be provided by and stored at the District

**EXHIBIT C**  
**FEE SCHEDULE**

I. Services

II. Reimbursable Expenses