

**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”). 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 A**.

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 7:30 a.m. and 4:30 p.m. Monday through Friday. 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.

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 A**. Contractor shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within thirty (30) 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: General Manager
4232 Las Virgenes Road
Calabasas, CA 91302

Contractor:

Contractor
Attn: Contact Name
Contractor Address

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