

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