



Jurupa Community Services District Wireless RFP

Proposal Release Date: March 19, 2013
Proposal Submittal Due Date: April 5, 2013
RFP Contact: Rex Rubio (rrubio@jcsd.us)
(951) 685-7434 x129

Part I:

General Information and Project Background

1.0 Introduction/Purpose

Jurupa Community Services District (JCSD) seeks expertise in the design and implementation of a wireless solution that will accommodate the demands of workforce mobility, to provide computing resources unencumbered by traditional wired connection methods. This will allow both internal and external audiences to be able to access information and computing services in a secured and convenient fashion. The solution shall encompass the Eastvale Community Center (ECC) for the implementation of a wireless LAN, including the design, wiring, installation, configuration, user training, documentation and acceptance testing of all related components (*see Appendix A and Appendix B*).

To achieve a proper wireless solution for the District, professional services will be needed to architect a design that will meet the following technical requirements as well as taking into account business requirements such as District Applications to be used (*see Appendix C*), System Capacity & User/Roles (*see Appendix D*), and the existing Standardized Software and Hardware (*see Appendix E*).

2.0 District Background

Founded in 1956, the JCSD is a public agency known as a Special District, governed by a 5-member, elected, Board of Directors. JCSD is responsible for providing water, sewer, and street lights for over 107,000 people and maintaining more than 160 acres of parks and over 25 miles of frontage landscape in newly incorporated areas of the City of Jurupa Valley and the City of Eastvale, a 48-square-mile region of western Riverside County.

The ECC was part of the Comprehensive Parks Plan for the Eastvale Area, initially developed in 1998. To date, the JCSD Parks Department has primarily utilized Corona Norco Unified School District's facilities for a variety of classes and programs. As programs continue to grow, so does the need for indoor recreation facilities. The ECC allows the recreational programming to be housed in a central location with Parks staff immediately available to serve the public. The facility provides much needed meeting space and room for indoor events.

The ECC opened in August of 2012 and was designed to meet the needs of the community and provide opportunity for the following activities:

- Youth and adult sports programs
- Computer classes
- Arts and crafts programs
- Cooking classes
- Reserve meeting and event space
- Dance programs and recitals
- Music classes
- Fitness programs

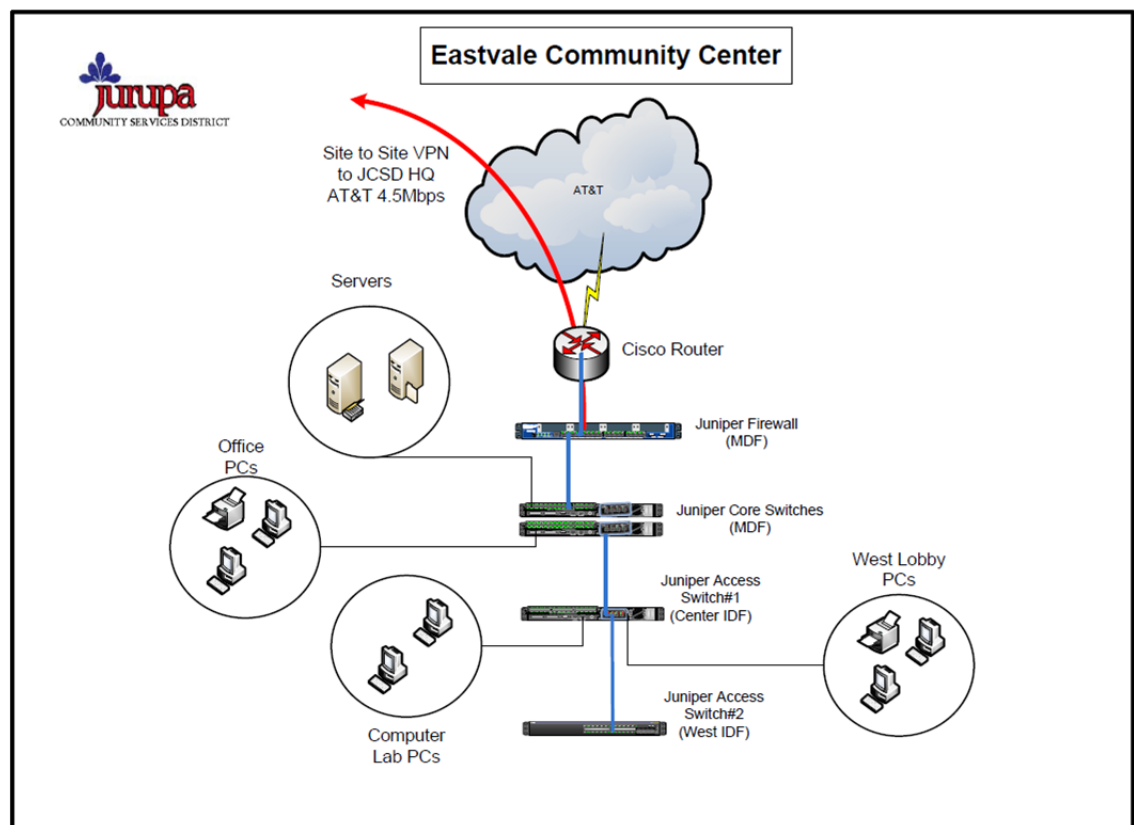
General information about the District can be found on the JCSD website at <http://www.jcsd.us>.

3.0 ECC Network Overview

The Eastvale Community Center has CAT 6e structured cabling throughout, with Juniper core and access switches to provide a Gigabit LAN for the data network. This data network is also configured with 8 virtual LANs for enhanced security, network management and scalability. At the moment, the data network is physically separated from the voice network. There are currently 25 nodes and 14 users on the data network.

ECC is connected to Jurupa Community Services District Headquarters (HQ) via site to site VPN tunnel through a 4.5 Mbps Internet circuit with Juniper SRX240H Firewall for email, file transfer and DFS replication.

IT provides voice telephone services to the Eastvale Community Center through a dedicated Avaya Voice over IP (VoIP) system with several POTs lines. The voice network is comprised of HP ProCurve Power over Ethernet (PoE) switches running at 10/100Mbps and Avaya IP Office 500. There are currently 30 nodes on the voice network.



Part II:

Scope of Work

1.0 District Requirements for Wireless Network

The wireless LAN solution must provide an adaptable infrastructure that will support applications that are both bandwidth intensive and latency sensitive. The solution must provide sufficient coverage to allow seamless roaming throughout the wireless LAN while maintaining optimal levels of performance. The solution must also have the flexibility to rapidly deploy applications such as VoIP, data, and real-time video streaming to all endpoints with minimum jitter, degradation of quality or RF signal loss.

The wireless network - including architecture, physical hardware, security, and management capabilities – is required to be feature rich, highly available and scalable. It must be standards-based and certified by the Wi-Fi Alliance. Solutions that use proprietary technologies, extensions to established industry standards, or draft implementations of pending industry standards must be clearly identified as such in the proposal and may be considered by JCSD after appropriate review.

To provide a wireless solution that will deliver optimal bandwidth, wireless coverage, effective throughput, network capacity, roaming capability and Quality of Service a wireless site survey will be required as part of the initial assessment. The survey will involve a site visit to run tests to determine the presence of RF interference and identify optimum installation locations for access points. The survey should also include walk-testing, visual inspection of the facility and usage of site survey tools, as well as interviews with IT management and end users of the wireless network.

- 1.1 The proposed wireless solution shall provide seamless dual-band 802.11a/n and 802.11b/g/n radio coverage throughout all areas of the ECC for wireless access from desktops, laptops, handheld devices, mobile phones, and other manned or unmanned devices equipped with IEEE 802.11x (“Wi-Fi”) wireless interfaces (*See Appendix C – System Capacity*).
 - a) The access points should be fully compliant with IEEE 802.11abg+n standards. The equipment selected must be able to support an initial 802.11abg+n deployment and also have the flexibility to support new standards.
 - b) All access points must be powered via industry standard PoE (802.3af / 802.3at).
- 1.2 The proposed wireless solution shall provide continuous mobility for ECC users throughout the coverage area without having to re-authenticate. The experience should be transparent to the user. Transitions between different connections should be smooth without disturbance in the applications that the user is running.
- 1.3 The system must be capable of integrating with ECC’s Active Directory service to allow only authorized user access to the wireless networks requiring authentication and encryption. The system must be able to support multiple VLANs and Gigabit Ethernet speeds in order to integrate seamlessly into the campus wired network and must provide the capability to apply network security filters to protect ECC from malicious activity originating from wireless networks. The WLAN design must provide VLANs support and allow segmentation of user groups, creating increased system flexibility by allowing differentiation of LAN policies and services, such as security and QoS, for different users.

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- 1.4 The proposed wireless solution shall provide sufficient capacity for business-level application performance (*see Appendix C*) and provide the ability to explicitly and absolutely deny access from the wireless network through the use of Access Control Lists (ACLs) or the like.
- 1.5 The system must be scalable to support additional users, applications, capacity, and functions for future expansion. Please elaborate on how the proposed wireless solutions can scale and adapt in a modular way to increase coverage areas, users, and capacity and management functions (*See Appendix D for capacity planning*).
- 1.6 Proper coverage will require 2.4 GHz and 5 GHz radios. The solution will provide support for 802.11g at 2.4GHz to support legacy clients with the ability to migrate to 802.11n. 5GHz coverage will be required for high bandwidth applications as part of the initial installation.
- 1.7 The proposed solution will provide outdoor common areas coverage (Pavilion, Café and immediate surroundings) for the devices referenced in Appendix C within the coverage areas with no additional hardware required beyond the device's standard wireless interface.
- 1.8 The proposed solution will provide in-building coverage for all areas within the defined coverage areas referenced in Appendix B (Gymnasium, Multi-purpose Rooms and immediate open areas outside key venue entrances).
- 1.9 The wireless LAN should include dual WLAN controllers and fault tolerance mechanisms to mitigate and/or eliminate single points of failure for all components of the system. Respondents are encouraged to elaborate on the mechanisms proposed with their solution and the ways in which they mitigate and/or eliminate single points of failure.
 - a) To prevent an extended WLAN outage the system must include the use of redundant WLAN control appliances. The redundant appliances should have the ability to mirror the WLAN system configuration and the secondary controller must have sufficient emergency capacity to manage all access points when a failure occurs in the primary controller.
- 1.10 The proposed solution shall provide support for the logical segmentation of the system to support different user types (e.g. secure access for employees, secure and/or open access for public users, vendors, etc.). This must include the ability to define and manage different profiles for authentication, encryption and other service characteristics based on the requirements of each user.
- 1.11 The proposed solution should be able to limit the amount of wireless bandwidth available per single client and no more than a certain amount for all PUBLIC user connections as a percentage of the total amount of bandwidth. ECC Staff users should have priority of Wireless Network resources compared to PUBLIC user Internet access.
- 1.12 A significant concern is the breadth of security measures supported by the proposed WLAN system as well as the ability to safeguard the District and utilize the system as a mechanism for detecting and locating rogue APs and users. The following requirements are designed to specify standards adherence, range of security protocols supported, and future-proofing of the system.

- a) Support for both 32 bit (IPv4) and 128 bit (IPv6) IP Addressing.
 - b) Support for Media Access Control ("MAC") address filtering.
 - c) Support for WEP, WPA, WPA2, TKIP, and AES encryption.
 - d) Access point should have the capability of handling multiple SSIDs.
 - e) System should provide a "splash screen" for public/ guest access authentication.
 - f) The proposed WLAN should support wireless intrusion detection/prevention (WIDS/WIPS) and provide countermeasures and remediation against rogue APs and denial of service attacks.
 - g) The management console should provide a single consolidated view of intrusion alarms and WLAN status.
 - h) The system should notify and send alerts when rogues are detected.
- 1.13 A chief concern is the ability to centrally manage the wireless environment as a network resource as it continues to expand. JCSD must have a management platform that allows the highest level of control possible. The management system must be able set alarms, push centralized configurations to multiple access points on the network, provide traffic and usage reports, provide rogue access point detection/reports, provide real-time client information for the entire network or per access point, track a particular user on the network by Mac address or username, and provide the tools to disconnect them from network if necessary.
- a) Management console must provide a dashboard type consolidated view of the entire wireless network and overall system health including APs and WLAN controllers.
 - b) The proposed management tool must be capable of scheduling statistical reports for automatic generation and delivery.
 - c) The proposed management tool should allow for configuration and monitoring reports to be generated. (Top 10 bandwidth users/groups, SLA compliance, etc)
 - d) The proposed management tool should allow I.T. to track a user's AP associations and bandwidth.
 - e) System should support network-wide change management capability for firmware updates, patches, and configuration.
 - f) Provide trend monitoring and the ability to drill down to real-time and historical data.
 - g) Should include the following communication methods for alerts and alarms. (SMTP, HTTP, SNMP, etc)
 - h) Each access point should be capable of being individually managed by a secure web interface (https) that provides access to all system features.
 - i) Management console should provide a consolidated view of alerts and alarms.
 - j) Management console should be capable of displaying live heat maps.
 - k) Management console should be capable of displaying client usage.
- 1.14 The highest aggregate bandwidth usage is webcasting potentially using 10 Mbps. The ideal wireless network for ECC should at a minimum be able to handle that capacity.
- 1.15 The proposed solution should be able to support both voice and data services over the same WLAN infrastructure in the future providing network management capabilities which help plan for voice over wireless LAN (VoWLAN, voice over Wi-Fi).

- 1.16 The proposed solution should be robust enough to support media streaming devices to designated areas for movie nights or special events or presentations where wired Ethernet connections are not available or convenient
- 1.17 The system should be deployed in a manner that will allow it to survive normal day-to-day usage as well as making damage due to malicious or careless actions easier to avoid or isolate so as to not impair the remainder of the system.
- 1.18 There are two (2) primary roles and one (1) secondary role that need to be considered. Primarily the wireless clients will either be a public patron (Guest user – Open) or a JCSD Staff member (authenticated and encrypted). Public patrons will be given basic internet access and Staff members will generally be able to access the same applications they have at their desk while working throughout the facility. The secondary role is a vendor/contractor (authenticated and encrypted) where they may need extended access to the internal network in order to perform their duties.
- 1.19 It should also be noted that the public school on the adjacent property has a wireless network and its signal strength may interfere with ECC users connecting to the ECC wireless network. If this becomes an issue, the proposed solution must ensure ECC users can connect to the ECC's wireless network in the affected area.
- 1.20 For PUBLIC access, patrons should adhere to policies of acceptable use on the wireless network. This should be available and acknowledged using a “splash page” of some kind that will not allow access until compliance has been accepted.

2.0 Project Plan

A significant concern is how the wireless LAN will be planned and designed, incorporating both current coverage and capacity needs and also future expectations. Please provide a detailed plan (“Project Plan”) describing the tools and processes to be used for all pre-installation, site surveying, and other work required to determine the configuration for all components of the system. The detailed Project Plan must outline the required tasks, estimated hours, roles & responsibilities, major deliverables and timing elements. Vendor must be prepared to revise Plan to minimize disruption to ECC operations. Please elaborate on project methodology, validation testing, user acceptance and the change order processes.

3.0 Training

As part of the wireless implementation JCSD would like to ensure training is provided to all personnel involved in supporting the wireless environment and the use of it features. Following the successful completion of the project, the vendor is required to provide a minimum of 1 day of training on the proper configuration, daily operation, and maintenance of the system.

- a) The training will be for no more than 3 individuals who work directly for the IT Department. The vendor will provide at minimum 2 copies of all installation, configuration, and training materials. This includes any and all materials offered by the vendor deemed to be helpful in the day to day operations of the system.

4.0 Maintenance and Support

Following the successful completion of the project, the vendor is required to provide the following support information regarding technical support and other vendor services.

- a) Materials describing the process for reporting a hardware and or software failure in any of the components of the proposed system.
- b) The methods available for contacting tech support (phone, email, website, etc.) including escalation procedures.
- c) Response times for problem resolution and replacement of components.
- d) Standard warranty and maintenance for each of the components proposed.
- e) Upgrade path for management software and any annual support fee for the software.

5.0 Documentation

As part of the project design, a detailed physical network diagram using Visio software shall be provided to JCSD. The diagram shall show the location of all network equipment and details of all connections between equipment. Details shall also include:

- a) Equipment make and model
- b) Serial numbers
- c) Asset Tags (will be provided by JCSD)
- d) IP Addresses
- e) Backbone port, media, speed and duplex settings
- f) VLAN assignments
- g) Any other special settings

6.0 Cost

All items should be grouped in the following categories:

- a) Hardware
- b) Software and Licenses
- c) Professional Services
- d) Maintenance & Support

Each item must be itemized detailing its Description, Unit Cost and Quantity.

Part III:

RFP Guidelines and Schedule

1.0 Proposal Format and Response Requirements

In order to be responsive to this RFP, Proposals must be designed around the elements set forth below. Vendors shall address each item as completely and concisely as possible, and provide a description of services in either narrative or outline format. Completed Proposals shall be assembled into a package that can be readily reviewed (an index is desirable). In addition, completed Proposals should include a cover page and a letter of transmittal followed by a table of contents. Proposals should be organized into the following major sections and provide sufficient detail for JCSD to make an informed decision and comparison of proposals. Additional information such as marketing brochures and promotional materials may be included but should be at the end of the proposal in an appendix.

- 1.0 Title Page
- 2.0 Letter of Transmittal for Request for Proposal
- 3.0 Table of Contents
- 4.0 Executive Summary
- 5.0 Company Background and Experience
- 6.0 Project Understanding
 - 6.1 Scope of Work
 - 6.2 Project Methodology
- 7.0 Project Work Plan and Schedule
 - 7.1 Deliverables
- 8.0 Project Staffing and Organization
 - 8.1 Roles and Responsibilities
 - 8.2 Credentials and References
- 9.0 Maintenance & Support
- 10.0 Cost

2.0 Jurupa Community Services District Contract Terms

The successful vendor(s) must comply with the District's terms and conditions provided under Appendix F – JCSD PSA Agreement. **Additionally, the final contract will also include a copy of the vendor's proposal, including responses to the requirements matrices, and require that the successful vendor's products (software, hardware, and services) are compliant with those responses.** Proposals should include a statement indicating the vendor's willingness/ability to accept the terms outlined in Appendix F "as is," including proposed insurance requirements and acknowledgement that the vendor's proposal and responses will be included as part of the contract terms, or detailing the reasons why they are not willing or able to do so.

3.0 Schedule of Events

The following are key dates for this RFP. JCSD is committed to adhering to this schedule, but reserves the right to make modifications.

- A. Distribution of RFP: March 19, 2013
- B. Proposals Due Date: April 5, 2013
- E. Vendor Selection: April 30, 2013
- F. Estimated Project Completion Date: June 21, 2013

Part IV:

RFP Evaluation

1.0 Evaluation Method

JCSD reserves the right to reject any or all Proposals and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the Proposal if deemed in the best interest of JCSD. Failure of the Vendor to provide in its Proposal any information requested in the RFP may result in rejection for non-responsiveness. Failure of the Vendor to meet or exceed any stated minimums in the RFP may also result in rejection for non-responsiveness. JCSD retains the right in its sole discretion to determine that a Proposal is not responsive to the material terms of this RFP. Following the Deadline, JCSD shall negotiate a final contract with the qualified Vendor whose Proposal meets the evaluation standards and will be most advantageous to JCSD with price and all other factors considered.

The District will evaluate all proposals deemed responsive to this request by a Selection Team comprised of District personnel.

2.0 Evaluation Criteria

The evaluation factors of greatest importance to JCSD include, but are not limited to the following:

1. Vendor's Specialization Level
2. Installation, Design, and Configuration
3. Completion Timelines
4. Conformance to the Specifications and Requirements Stated Above
5. Proposal Costs
6. Quality of References

All Proposals received in response to this RFP will receive a fair and impartial evaluation by JCSD.

Short List Selection

The District may select 2 or more vendors from the RFP responses as short listed candidates. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short list vendors. The short list vendors will be notified via email regarding their status as short-listed vendors. The District reserves the right to withhold notice of the selection of short-listed vendors until a decision is made to award contract, or to forego awarding contract.

Demonstration Scenarios and Site Visits

The District will further evaluate vendor's solutions by utilizing a scripted outline for the demonstrations. Each short-listed vendor will be provided the scripted outline that they are to use to

prepare for an on-site solution demonstration. The short-listed vendors will be further evaluated based on the results of reference checks and additional discovery as needed.

Please note that on-site demonstrations for short-listed vendors will be conducted from April 15 to April 26, 2013. Specific days and times for each short-listed vendor will be determined at a later date, but vendors should be prepared to conduct the on-site demonstrations during this timeframe. It is expected that the proposed Project Manager take part in the on-site demonstration sessions.

3.0 Award

JCSD expects to announce its selection and designate the contractor on or before April 30, 2013. In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors.

The finalist will be selected by compiling the qualifications, solution demonstrations, references and price evaluation criteria and selecting the top ranked vendor that the District feels would make the best solution provider.

At the conclusion of solution confirmation, a recommendation for selection will be presented to the District Committee. The District will enter into contract negotiations with the finalist(s). The final negotiated contract, along with the best and final offer, will be submitted to the District Legal and Board of Directors for review and approval.

4.0 Questions and Requests for Clarification

All questions regarding this RFP shall be submitted by email no later than April 5, 2013 to the JCSD Project Lead designated below.

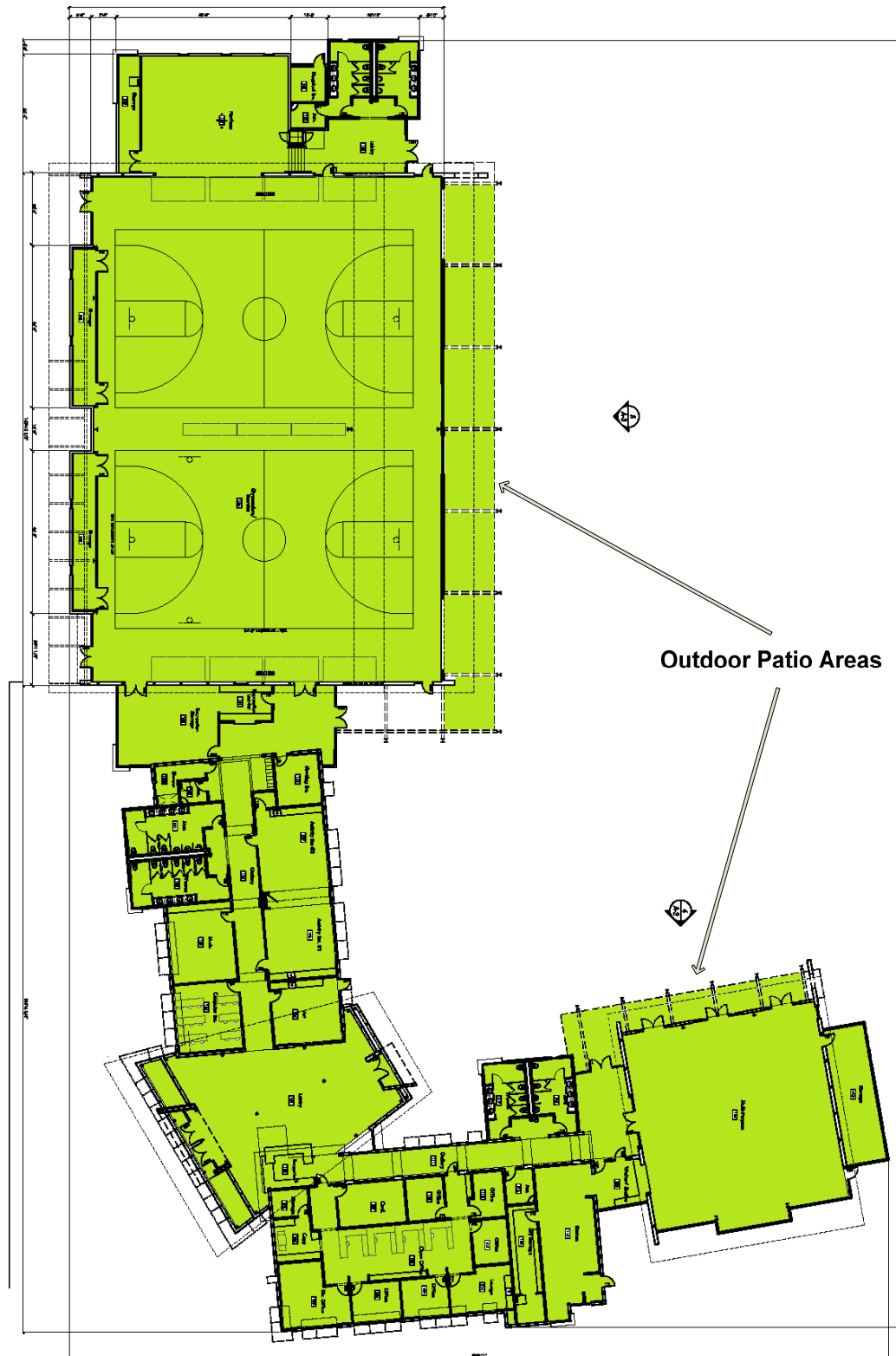
Rex Rubio
IT Contractor
Jurupa Valley Community Services District
rrubio@jcsd.us

APPENDIX A – Eastvale Community Center Map



13820 Schleisman Road, Eastvale, CA 92880

APPENDIX B – Eastvale Community Center Floor Plan



APPENDIX C – Applications

ECC's current core computing resources consists of the following applications:

- Voice – Avaya IP Office phone system (VOIP)
- Cellular – Verizon devices with mix of AT&T iPhones, iPad and SmartPhones
- Financial System – PICK Reality version 14 system
- Office Productivity – MS Office Professional 2007/2010
- GIS – ArcGIS Server 10, ArcGIS Desktop 10
- Video Surveillance

The following table outlines the ECC applications that are planned to be used over the future wireless network:

Business Systems	Traffic Type	Estimated Bandwidth (Mbps)	Estimated Users	Aggregate Bandwidth (Mbps)
Account Management	Web/RDP/Telnet	0.5	5	2.5
Enterprise Resource Planning (ERP)	Telnet	0.1	5	0.5
Geographic Information System (GIS)	Web	1	5	5
Electronic Records Management (ERMS)	Web	0.5	5	2.5
Intranet	Web	0.5	15	7.5
Parks Recreation Program Software	Web	0.5	15	7.5
Customized Reporting	Web	0.5	5	2.5
Server Administration	Web	0.5	5	2.5
Desktop Management	Web\RDP	0.5	5	2.5
JCSD Email	Exchange	0.5	15	7.5
JCSD Help Desk	Web	0.5	15	7.5
Computer Training Room	Web	1	5	5
Environmental Management	Web	0.5	5	2.5
Streaming Video	Web\Video	2	5	10
Emergency Preparedness/EOC Support	Web\Exchange\File Share	1	5	5

The presented values are estimates based on typical user data. These numbers are representative of the Eastvale Community Center. As noted in the table, the highest aggregate bandwidth usage is webcasting potentially using 10 Mbps. The ideal wireless network for ECC should at a minimum be able to handle that capacity.

APPENDIX D – System Capacity & Users/Roles

Wi-Fi ENABLED DEVICES

The following table outlines examples of the current Wi-Fi enabled devices at ECC. It includes the radios available as well as authentication and encryption:

Device Type	Manufacturer	Device Model	Quantity	Radio				Encryption			802.1x Authentication	
				802.11a	802.11b/g	802.11an	802.11b/gn	WEP	WPA	WAP2	Certificate	PEAP
Phone	Apple	4s	5		5		5	5	5	5	5	5
Phone	Apple	4	2		2		2	2	2	2	2	2
Phone	Samsung	Galaxy	4		4		4	4	4	4	4	4
Laptop	Lenovo	ThinkPad 520	3	3	3	3	3	3	3	3	3	3
Total			14	3	14	3	14	14	14	14	14	14
Percentage of Total				21%	100%	21%	100%	100%	100%	100%	100%	100%

Based on collected information ECC has 14 Wi-Fi clients in operation. This does not include guest user devices and additional Wi-Fi devices that internal employees might bring into the environment. ECC's WiFi will need to be as simple as possible for the guests and to support as wide of a variety of devices as possible. It would be reasonable to assume that majority of wireless devices will consist of Apple, Android, Blackberry (appears to be becoming less prevalent) and Microsoft for Mobile Devices and to a lesser but still important extent Apple and Microsoft for Portable Computer Devices (Laptops). In addition, not all Wi-Fi users will be allocated in one place, and typically roam around the ECC. The following list shows the predicted Wi-Fi client count:

- Gymnasium (19,512 sq. ft.) – 50 to 100
- Lobby (8,854 sq. ft.) – 10 to 20
- Multi-Purpose Rooms (8,140 sq. ft.) – 10 to 20
- Outdoor Patio Areas (est 15,000 sq. ft.) – 20 to 50

USERS/ROLES

It will be very important to not only determine the type of applications (and bandwidth) that will be required on the wireless network, but also to identify the different types of users as well.

Audience/Users	Description
Internal Secure User (Authenticated and Encrypted)	Office Staff needing access to client/server and Web-based applications, Internet and video streaming
Vendor/Contractor (Authenticated and Encrypted)	Access to client/server, Web-based applications and Internet
Guest	Internet

APPENDIX E – JCSD IT Standards

Server Operation Systems	Microsoft Windows 2008 R2, Standard and Enterprise
Desktop, Workstation, Notebook Operation Systems	Microsoft Windows 7 Pro
Server Hardware	HP Proliant G7/G8, 64bit
Desktop Hardware	HP dc6000/8000 SFF
Notebook Hardware	IBM, HP, Dell, Toshiba
Mobile Handheld Hardware	Samsung, Motorola, Apple, HTC
Network Infrastructure Hardware (Wired)	Juniper (data), HP (voice)
Network Infrastructure Hardware (Wireless)	Juniper
Printer Hardware	HP, Xerox
Server Backup software & hardware	Symantec Backup Exec, LTO4
Office Productivity Software	Microsoft Office 2007/2010
Email Server	Microsoft Exchange Server 2010
Email Client Software	Microsoft Outlook 2007/2010
Web Browser	Microsoft Internet Explorer
PDF Reader	Adobe Reader
Reporting Tools	Microsoft Access 2007/2010
Database	Microsoft SQL Server 2008 R2, SQL Server Express
Network Protocols	TCP/IP
Security/Spam	Barracuda, WebSense
Virus Scanning Software	Trend Micro
Web Server	Internet Information Server
Sever Virtualization	VMWare ESXi 4.x/5.x

APPENDIX F – JCSD Professional Services Agreement Template

JURUPA COMMUNITY SERVICES DISTRICT

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ by and between the Jurupa Community Services District, an independent special district of the State of California with its principal place of business at 11201 Harrel Street, Mira Loma, California 91752 (“**District**”) and _____, a _____ with its principal place of business at _____ (“**Consultant**”). District and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing _____ services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services for the _____ project (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional _____ consulting services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: _____.

3.2.5 District's Representative. The District hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

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3.2.6 Consultant's Representative. Consultant hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement (**"Consultant's Representative"**). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a District Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (**"Performance Time"**). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the District and Consultant (**"Performance Milestones"**). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage.

Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant

3.2.10 performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant 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.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, 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. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant 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, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant 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.

Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.12.2 Professional Liability. Omitted.

3.2.12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant'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 Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant'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 Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. 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 Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

3.2.12.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

3.2.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.12.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.12.8 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

3.2.1 applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ (\$____) without written approval of District's _____. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, **"Extra Work"** means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any

3.3.6 claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). All Documents & Data shall be and remains the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention

3.5.2 period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.3 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.5.4 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.5 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.6 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6 General Provisions.

3.6.1 Delivery of 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:

Consultant:

Attn: _____

District:

Jurupa Community Services District
11201 Harrel Street
Mira Loma, CA 91752
Attn: _____

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and 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.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the

3.6.2.3 cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant 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. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

Jurupa Community Services District Wireless RFP

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 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. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 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.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's 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 attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant 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.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.19 Federal Provisions. Omitted.

[SIGNATURES ON NEXT PAGE]

Jurupa Community Services District Wireless RFP

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN JURUPA COMMUNITY SERVICES DISTRICT
AND _____**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, ____.

**JURUPA COMMUNITY SERVICES
DISTRICT**

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

Attest: _____
[***INSERT NAME***]
District Clerk

[***INSERT NAME OF CONSULTANT***]
a [***INSERT TYPE OF LEGAL ENTITY***]

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

[***NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SIGNATURE BLOCKS CAN VARY DEPENDING UPON THE CONSULTANT'S TYPE OF LEGAL ENTITY (E.G. CORPORATION; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP OR COMPANY; OR AN INDIVIDUAL). THIS MODEL CONTAINS A GENERAL FRAMEWORK WHICH WILL WORK FOR MOST CORPORATIONS, INDIVIDUAL (NON-CORPORATE) PARTNERSHIPS AND INDIVIDUAL SOLE PROPRIETORSHIPS. PLEASE REFER TO THE District CLERK'S "SIGNATURE REQUIREMENT" MEMO ON THE District OF COLTON INFO WEB FOR COMPLETE INFORMATION***]

EXHIBIT “A”

SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT “B”

SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

EXHIBIT “C”
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****