

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL SERVICES FOR WIRELESS INFRASTRUCTURE AND VIDEO SURVEILLANCE

GENERAL PROVISIONS

GENERAL

Jurupa Community Services District (JCSD) is seeking proposals for professional services for providing a wireless infrastructure to be used for security camera surveillance systems and internet access for park patrons. JCSD is looking to establish an enterprise-wide surveillance systems that will be instrumental in promoting and maintaining public safety. Related services to include consultation, installation, maintenance, training and support in accordance with the Scope of Services and Term and Conditions identified herein.

It is the intent of JCSD that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the JCSD Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the JCSD Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals.

Five (5) copies of the proposal shall be received by JCSD prior to 5:00 p.m. on April 25, 2011 and addressed to the attention of Ross Johnson, Parks Supervisor.

04/11/11 – Pre-proposal site Survey
04/25/11 – Proposals due by 5:00 pm
05/02/11 – Shortlist Vendors
05/09/11 - Vendor Selection

The price quoted in the proposal shall be considered by JCSD to be the contract amount and shall be used as the basis for contract formation. Generally, each JCSD project cost is fixed by the budget and/or previously-authorized amount.

BACKGROUND

JCSD currently operates twelve (12) parks with a total park acreage of 160 acres. The JCSD currently employs a full time sheriff's deputy and a Park Ranger who will be utilizing equipment.

JCSD would like to install a video surveillance system initially at Harada Park located at 13100 65th Street, Corona, CA 92880. Key zones to monitor must include the concession building, the skate park, the skate park restroom building and the playground area, (see Attachment A). As future budgets allow, JCSD would like to expand the system throughout the park district.

PROPOSAL CRITERIA

The proposal must be authored by the solution provider. Fee proposal shall be developed with at least the following sections tabbed for easy reference.

- Understanding of the Project Proposed by JCSD
- Detailed Scope of Work
- Project Team
- Person-Hours and Fee Estimate
- Project Schedule
- Credentials and References
- Time of Completion
- Payment
- Point of Contact

In-depth proposal development is described in detail as follows:

UNDERSTANDING OF THE PROJECT PROPOSED BY JCSD

The proposal shall contain a detailed explanation of the project as viewed by the proposal author. The information offered should be a detailed summary of the author's knowledge of the area, the author's understanding of the technical needs, and of the workings of a special district and/or public agencies. The author should express knowledge of the people in the area most impacted by the project. If recommendations are in order to provide guidance to JCSD staff, the recommendations should be offered within this section.

MANDATORY PRE-PROPOSAL CONFERENCE: DATE AND TIME AND LOCATION

A tour of the site under consideration will be conducted by JCSD. JCSD will provide all attendees with copies of the plot plans for each site where cameras will be installed.

Due to the importance of all Offerors having a clear understanding of the scope of services and the requirements of this solicitation, attendance at this conference shall be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Prior to, and after the pre-proposal conference, no oral interpretation of the Scope of Services will be made to any Offeror. All questions regarding the Scope of Services and solicitation document shall be made, in writing, to the JCSD Purchasing Agent. All interpretations will be in the form of a written addendum to the RFP, and provided to all interested Offerors of record.

PROJECT TEAM

The project team shall be listed by name of person from the team leader through the project engineer and any other individual having more than 20% hourly involvement.

PERSON-HOURS AND FEE ESTIMATE

The proposal shall contain a table showing elements of work corresponding to the Detailed Scope of Work. The elements of work should comprise the y-axis of the table. The names or initials of individual team members or disciplines should comprise the x-axis of the table. Hourly involvement by each team member should be listed for each element of work. The hours should be extended by individual billing rate for each work element. Expenses and other costs should be shown at the bottom of the table and totaled with hourly costs. The totaled cost shall be the proposed fee.

PROJECT SCHEDULE

The proposal shall contain a table showing elements of work corresponding to the Detailed Scope of Work and proposed completion dates. The elements of work should comprise the y-axis of the table. A timeline divided into weekly increments should comprise the x-axis. The table shall clearly show that sufficient resources will be committed to meet the requested completion schedule.

CREDENTIALS AND REFERENCES

The proposal shall contain a listing showing any relevant credentials that the vendor has obtained, as well as highlighting any references that can be used to validate the vendor's services. The Reference List should include Name, E-Mail and Title of Contact Person; Company Name and Address; Time of Project; and Description of Work Performed.

PAYMENT

Payment for this work shall be on a time and materials basis with a previously-approved, not-to-exceed limit. Additional funds will be authorized only for work clearly beyond this scope of work and specifically requested by JCSD. The invoice must be submitted with the following information:

Billing invoice shall contain a table showing elements of work corresponding to the detailed scope of work along with a original contract amount with balance of Contract –to-Date and Expenditures to-Date.

POINT OF CONTACT

All inquiries regarding this RFP should be directed to:
Stacy MacBeth
Admin. Secretary, Park Dept.
smacbeth@jcsd.us

Final proposals for this project shall be submitted to Ross Johnson, Park Supervisor at the following address:
Jurupa Community Services District
11201 Harrel St.
Mira Loma, CA 91752

REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL SERVICES
FOR
WIRELESS INFRASTRUCTURE AND
VIDEO SURVEILLANCE

TECHNICAL PROVISIONS

A. PURPOSE/BACKGROUND

Founded in 1956, The Jurupa Community Services District (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 91,000 people and for maintaining more than 160 acres of parks and over 25 miles of frontage landscape in an unincorporated, 48-square-mile region of western Riverside County.

B. DETAILED SCOPE OF WORK

The proposal shall contain enough detail to demonstrate that a game plan has been developed to accomplish the work. The Detailed Scope of Work should be developed after the fee and schedule have been established in order to complement elements of the fee and schedule with additional information.

1. **SCOPE OF SERVICES – Part 1: VIDEO SURVEILLANCE:** This section establishes the minimum requirements for a surveillance system to be utilized by JCSD.
 - 1.1. System shall create an enterprise-wide video surveillance platform that allows JCSD to view live and recorded camera images from any camera at any location with remote and secure monitoring via intranet and secured internet by authorized JCSD personnel and LOCAL LAW ENFORCEMENT.
 - 1.2. System shall have the capability via the Internet to allow single enterprise-wide login to view all JCSD parks that are monitored. Users should be able to login to the system one time and access every camera at every facility they are authorized to view. Users should not be required to input separate URL addresses or user accounts to view cameras located at any facility.
 - 1.3. System shall be non-proprietary and utilize an open-architecture platform. System shall utilize Internet-Protocol (IP) cameras from leading manufacturers, commercial-off-the-shelf servers and storage devices from any manufacturer and will conform to JCSD's existing network infrastructure standards (see Appendix B). Analog cameras, analog-to-digital converters, proprietary software, proprietary hardware, proprietary appliances and proprietary storage devices will not be permitted.
 - 1.4. System shall play recorded and downloaded images in an open source media player

and shall not require the use of proprietary media players to view recorded or downloaded images on any user workstation.

- 1.5. System shall have the ability to search on criteria such as day, time, camera and location to review recorded video.
- 1.6. System shall be a web-based solution that will be accessed using any web browser from any computing device along with the proper security controls.
- 1.7. Security controls should be in place to restrict access only to a single authorized user at a time, to avoid movement overrides for any Pan/Tilt/Zoom cameras.
- 1.8. System shall record all camera images in H.264 format. If cameras do not support native H.264 streaming the system must transcode camera images to H.264 during recording. H.264 is the only acceptable video format for recorded images.
- 1.9. System shall utilize a web mapping service application such as Google Maps as the user interface to provide a rich, dynamic user interface for the display of camera locations and navigation of facility maps. This mapping service will also facilitate the input of GPS coordinates of other assets and devices. Users must have the ability to interact with the mapping service using both a street map and satellite view of the area.
- 1.10. System must proxy all camera requests to minimize camera bandwidth and ensure user access rules are enforced. At no time shall any user have direct network access to any camera.
- 1.11. System architecture should be open to third party integration, such as GIS.
- 1.12. The system shall utilize a minimum 5-megapixel IP cameras and high-resolution IP Pan/Tilt/Zoom cameras. No analog cameras will be allowed.
 - 1.12.1. The IP camera shall utilize a CMOS sensor with 1/2" optical format and stream images natively in H.264 (MPEG-4, Part 10) format. The camera shall have Real Time Streaming Protocol (RTSP) support allowing for compatibility with media players such as Windows Media Player, Apple QuickTime, VLC Player and others. The camera shall have multi-streaming support of up to 8 non-identical concurrent streams (different frame rate, bit rate, resolution, quality, and compression format). The camera shall have a minimum illumination of 0.3 lux in color mode.
 - 1.12.2. Pan/Tilt/Zoom cameras shall stream images in both Motion JPEG and MPEG-4 simultaneously. The Pan/Tilt/Zoom shall have on-board electronic image stabilization and be equipped with 35x optical zoom. The camera shall have a minimum illumination of 0.5 lux in color mode and 0.008 lux in B/W mode.
 - 1.12.3. IP cameras will require high resolution, color mode and have low light capability.
 - 1.12.4. IP cameras shall provide video coverage as indicated in Appendix A – Video Coverage Map.
 - 1.12.5. Additional cameras may be installed as needed.
 - 1.12.6. Storage Requirements/Retention

1.12.6.1. District would seek to have 7 days of recorded video data available for review and then retain an archive for 30 days.

2. **SCOPE OF SERVICES – Part 2 – WIRELESS INFRASTRUCTURE**

- 2.1. The wireless infrastructure shall use a wireless mesh solution to connect the cameras to the network.
 - 2.1.1. Wireless shall be designed to provide Wi-Fi capability in the park that provides park patrons with guest internet access.
 - 2.1.2. A wireless site survey will need to be performed to determine the optimal placement of access points to provide the appropriate coverage for WiFi enabled areas.
 - 2.1.3. The wireless equipment will provide dual radio interfaces capable of operating in the 2.4, 4.9 and 5.8 GHz bands.
 - 2.1.4. The wireless radios will both function as mesh interfaces for seamless backhaul of video and security data without significantly degrading the bandwidth when hopping from node to node.
 - 2.1.5. The wireless radio shall employ a mesh routing protocol to provide automatic configuration of the wireless interfaces to ensure the data is load balanced across the network.
 - 2.1.6. The wireless radio shall support IP cameras.
 - 2.1.7. The wireless radio shall provide at least 3 Ethernet interfaces and 1 Serial interface.
 - 2.1.8. The wireless radio shall be housed in a passively cooled NEMA 4X housing.
 - 2.1.9. The wireless radio shall only operate in Encrypted mode. No data will pass unencrypted.
 - 2.1.10. The wireless radio interface must be capable of being software-configured for operation in the 2.4, 4.9 and 5.8 GHz bands independently and offer power selection from 0 to 23 dB in 1 dB increments.
 - 2.1.11. The wireless radio must have an integrated GPS to allow automated configuration of the wireless links based on distance and must also provide a mapping interface with node locations relative to GPS position.
 - 2.1.12. The wireless radio must support a Point to Point mode that provides either a high capacity link transmitting on dual radio interfaces with per stream load balancing or hot standby mode provides a protected configuration using a primary radio link with the secondary redundant link for back up.
- 2.2. The wireless infrastructure shall use Wi-Fi access points to provide wireless connectivity that shall be available to patrons of the park.
 - 2.2.1. The access points shall have a controllable high gain output with a +26dBm maximum output.

- 2.2.2. The access points shall have dual Ethernet ports.
- 2.2.3. The access points shall support tunneling protocols such as VPN, PPTP, RSA, etc.
- 2.2.4. The access points shall require less than 7 watts of power.
- 2.2.5. The access points shall utilize security encryption such as WPA2, WPA-PSK, TKIP and AES

3. **SCOPE OF SERVICES – Part 3 – SUPPORT AND MAINTENANCE**

- 3.1. Support and Maintenance shall provide 24x7 automated monitoring of every component of the surveillance solution to include the detection of:

- 3.1.1. Loss of camera signal ("down camera")
- 3.1.2. Loss of network connectivity to the server
- 3.1.3. Operating system failure
- 3.1.4. Shutdown of surveillance system software
- 3.1.5. Shutdown or failure of hard drives

Upon detection of the above items, System shall automatically notify the surveillance software contractor's Technical Support staff to begin resolution protocols. Upon notification the contractor will contact the designated JCSD personnel to determine if any environmental or network issues occurred which may have impacted the surveillance solution and then work to resolve the issue. Both remote and onsite resources will be utilized by the contractor in resolving the issue to ensure maximum uptime of the surveillance system.

- 3.2. Contractor shall be certified/authorized by the software and equipment manufacturers for the installation and maintenance of the system components.

- 3.3. The following warranty, at a minimum, shall be provided:

- 3.3.1. All equipment shall include a three-year on-site warranty for the repair or replacement due to manufacturer's defects.
- 3.3.2. All software shall include a three-year warranty against manufacturer's defects and include all software updates and upgrades during the warranty period. Upgrades shall be provided at no cost during the three-year warranty period.
- 3.3.3. Warranty period shall commence, per facility, from the date the equipment is operational and accepted by JCSD. Warranty shall cover all labor and preventive maintenance necessary to maintain the equipment in complete operational condition during the warranty period.

- 3.4. Equipment failure must be resolved within 24 hours of notification.

- 3.5. Contractor shall provide toll-free phone support during normal business hours (7:30 am PST to 5:30 pm PST Monday through Friday). Contractor shall provide on-site service

during normal business hours (7:30 am PST to 5:30 pm PST Monday through Friday) with an 8-hour response time. Weekend support will also be needed.

- 3.6. Contractor shall provide a toll-free telephone support line for operational concerns that are in addition to the warranty items to include:

- 3.6.1. Complete end-user support.
- 3.6.2. Complete remote administration of every aspect of the surveillance system.
- 3.6.3. Remote downloading of images in response to end-user requests.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1. General Requirements

- 4.1.1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal shall be submitted to JCSD as indicated on the cover sheet. **No other distribution of the proposal shall be made by the Offeror.**

4.1.2. Proposal Preparation:

- 4.1.2.1. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the JCSD Purchasing Agent requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.
- 4.1.2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 4.1.2.3. Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal shall be contained in that single volume where practical.
- 4.1.2.4. Ownership of all data, materials and documentation originated and prepared for JCSD pursuant to this RFP shall belong exclusively to JCSD.

- 4.1.3. Oral Presentation/Product Demonstration: Offerors who submit a proposal in response to this RFP and are ranked among the top few, may be required to give an oral presentation of their proposal to JCSD. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only, and does not include negotiation. The JCSD Purchasing Agent will schedule the time and location of these presentations. Each Offeror shall be prepared to demonstrate their system for a select group at JCSD. Prior to the demonstration of the system, Oral presentations/product demonstrations are an option of JCSD and may or may not be conducted.

- 4.2. Technical Proposal Requirements: Proposals should be as thorough and detailed as possible so that the Source Selection Committee may properly evaluate the Offeror's capabilities to provide the required services/products. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal shall be organized in the sequence indicated below:
- 4.2.1. Favorable References: It is the intent of JCSD to select a contractor with extensive experience in (JCSD'S TYPE OF) environments. The Offeror shall include a minimum of five (5) projects of similar size and scope for which the Offeror has provided these services/products within the last two (2) years. Include the date(s) when service/product was provided, the business name, address, and name and telephone number of the contract administrator.
- 4.2.2. Experience/Qualifications/Ability to Perform: The Offeror shall indicate the expertise and experience of the firm relative to the Scope of Services and specific requirements contained in this RFP. Offeror must have experience designing and installing enterprise-level surveillance system for (JCSD'S TYPE OF) environments. Responses must include the names, addresses, and phone numbers of contact persons, size and scope (magnitude and complexity) of service/product provided, date of award and period of performance.
- 4.2.3. Proposed Approach/Methodology/Services: Offeror shall respond to the Scope of Services (Section 6). The Offeror shall provide a written narrative describing the firm's ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. At the minimum, the Offeror shall address the following: responsiveness of the proposed system to JCSD's needs and requirements; hardware requirements for proposed system; Offeror support of the system following installation; service and maintenance factors; training services and proposed plans for cooperation with JCSD to ensure a successful security system. A complete design document should be included in this section identifying camera locations, camera types, installation methods, connection to JCSD network and power requirements. Offeror shall also identify any items needed to be addressed by JCSD for the successful implementation of this project.
- 4.2.4. Proposed Costs: The Offeror shall submit a good faith, binding estimate for a turn-key security camera solution at JCSD based on the information obtained during the mandatory pre-bid conference. The estimate shall include all costs required for the successful implementation of this project and should clearly identify any items beyond the scope of the Offeror's proposed solution.

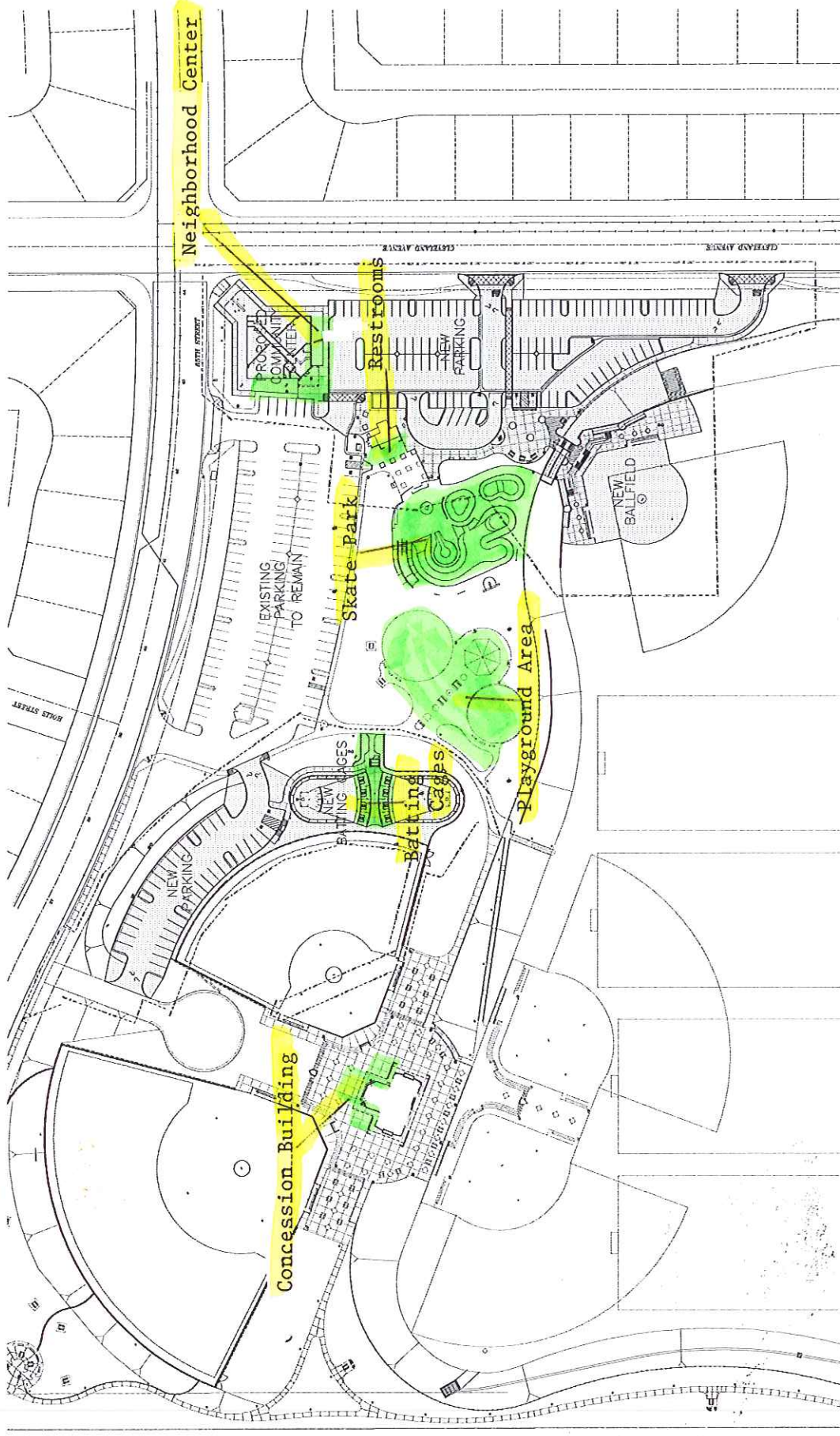
C. EVALUATION AND AWARD CRITERIA

Evaluation Criteria: Proposals shall be evaluated by a Selection Team and the Offerors who appear most capable of providing a product/service that can best satisfy JCSD's needs will be selected as finalists for further evaluation. There is no specified number of finalists that may be selected. Finalists will be required to perform a demonstration of their system. Upon the completion of demonstrations by selected finalists, the Selection Team will score proposals to determine the recipient of the award.

Award of Contract: Selection shall be made of the top few Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified by a Selection Team. Negotiations shall be conducted with the Offeror(s) selected. Costs shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, JCSD shall select the Offeror whom in their opinion, has made the best proposal, and shall award the contract to the Offeror. JCSD may cancel the RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should JCSD determine in writing, and in their sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

For contracting purposes, the JCSD Professional Services Agreement (PSA) will be used. Any suggested modifications to the terms in the PSA will be reviewed by the District for final disposition. The PSA can be found under Appendix C.

APPENDIX A – Video Coverage Map



Neighborhood Center

Concession Building

Batting Cages

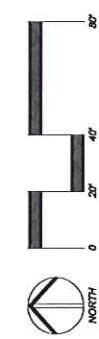
Skate Park

Restrooms

Playground Area

NEW BALLFIELD

SITE PLAN - PROPOSED IMPROVEMENTS HARADA HERITAGE PARK JURUPA COMMUNITY SERVICES DISTRICT



4545 Shattuck Ave.
Berkeley, CA 94706
(916) 398-2000
Fax (916) 398-4000
http://www.jurupa.gov

APPENDIX B – JCSD Technology Standards

Jurupa Community Services District IT Standards	
Structured Cabling	CAT6e, Ethernet, Gigabit
Server Operation Systems	Microsoft Windows 2008 R2, 2008 R2 (64 bit)
Desktop, Workstation, Notebook Operation Systems	Microsoft Windows XP SP3
Server-Class Computer	HP
Desktop, Workstation	HP
Notebook Hardware	IBM, HP
Mobile Handheld Hardware	Samsung, Motorola
Network Infrastructure Hardware	Juniper (data), HP (voice)
Network Printer	HP
Server Backup software & hardware	Symantec Backup Exec, LTO4
Office Applications	Microsoft Office 2007
Email Server	Microsoft Exchange Server 2010
Email Client Software	Microsoft Outlook 2007
Web Browser	Microsoft Internet Explorer 8.0
PDF Reader	Adobe Reader 9.X
Reporting Tools	Microsoft Access
Database	Microsoft SQL Server Express, SQL Server 2008 R2
Network Protocols	TCP/IP
Security/Spam	Barracuda, WebSense, Trend Micro
Workstation Virus Scanning Software	Trend Micro
Web Server	Internet Information Server
Document Management	To be Determined
GIS	ESRI ArcGIS Server, ArcGIS Desktop

APPENDIX C – JCSD Professional Services Agreement

**JURUPA COMMUNITY SERVICE 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**, ("District") an independent special district of the State of California with its principal place of business at 11201 Harrel Street, Mira Loma California 91752 and _____, with its principal place of business at _____ ("Service Provider"). District and Service Provider are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Service Provider 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. Service Provider represents that it is experienced in providing the services of the type described herein, has all licenses required by law in the State of California, and is familiar with the requirements of District.

2.2 Project.

District desires to engage Service Provider to render services for Garment Laundering and Related Services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Service Provider 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 services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" and "B" attached hereto and incorporated herein by reference, and may require performance pursuant to separate, discrete task orders as determined by the District. 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.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Service Provider or under its supervision. Service Provider will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Service Provider on an independent contractor basis and not as an employee. Service Provider 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 Service Provider shall also not be employees of District and shall at all times be under Service Provider's exclusive direction and control. Service Provider 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. Service Provider 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. Service Provider shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Service Provider 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 Service Provider's submittals in a timely manner. Upon request of District, Service Provider 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 Service Provider shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Service Provider 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, Service Provider may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Service Provider 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 Eldon Horst, or his 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. Service Provider shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Service Provider Representative. Service Provider hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Service Provider's Representative"). Service Provider's Representative shall have full authority to represent and act on behalf of the Service Provider for all purposes under this Agreement. The Service Provider'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. Service Provider 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. Service Provider 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. Service Provider represents and maintains that it is skilled in the professional calling necessary to perform the Services. Service Provider warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Service Provider represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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, Service Provider 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 Service Provider's failure to comply with the standard of care provided for herein. Any employee of the Service Provider 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 Laws and Regulations. 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 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 Insurance.

3.2.10.1 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 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.

3.2.10.2 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 subcontractors. Consultant shall also require all of its subcontractors 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*: automobile insurance with limits as described below provided by individual Consultants; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, and (4) *Professional Liability Errors and Omissions*: Professional Liability Insurance as required by section 3.2.10.3.

(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. (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.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, during the period of the agreement and for a period of two (2) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.2.10.4 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 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 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. 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 Employers 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, except for automobile insurance, 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.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section except for automobile insurance 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 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.

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 "B" attached hereto and incorporated herein by reference.

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 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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:

District:

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

Attn: Eldon Horst, General Manager

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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"). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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.

3.5.4 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.

3.5.5 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.

3.5.6 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.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County

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

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

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

3.5.11 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, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.5.14 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.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 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.

3.5.17 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. 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.

3.5.18 Equal Opportunity Employment. Consultant 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. 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.

3.5.19 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 Worker's 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.

3.5.20 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.

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

3.6 Subcontracting Prior Approval Required. Consultant 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..

[Signatures on Next Page]

**JURUPA COMMUNITY SERVICES
DISTRICT**

CONSULTANT:

By: _____
Eldon Horst
General Manager

By: _____

Approved as to Form:

Best, Best & Krieger LLP
Legal Counsel

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION