



JURUPA COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSAL

Triennial Reservoir Dive Inspections

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

Issue Date: March 7, 2024
Due Date: March 27, 2024
Wednesday, 2:00 P.M. PST

Project Manager: Jesse Ruiz
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jruiz@jcsd.us

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SECTION I. INTRODUCTION

Jurupa Community Services District (District) is a local, independent “Special District,” established in 1956, operating pursuant to the California Water District Law, Division 13 of the California Water Code.

The District encompasses approximately 416 acres of land located in the northwestern part of Riverside County. The District’s service area is approximately 41 square miles, which includes the City of Eastvale and the City of Jurupa Valley.

Jurupa Community Services District (JCSD) is seeking proposals from highly qualified Industrial Photography & Diving Inspection Services firms experienced in working with municipal government entities for inspection of fourteen (14) steel reservoirs, and one (1) concrete reservoir, for a total of fifteen (15) reservoirs. The reservoirs and sizes are as follows:

Pressure Zone	Reservoir Name	Nominal Capacity (MG)	Material
870	Pedley A, B	1.0, 5.8	Steel
870	Golf (56 th St.) A, B	5.0, 5.0	Steel
980	Mira Loma A, B, C ¹	1.3, 1.7, 5.0	Steel
1200	Benedict A, B	1.1, 1.0	Steel
1350	Indian Hills I, II-A, II-B	2.0, 0.5, 1.0	Steel
1100	Sunnyslope A, B	3.2, 11.8	A = Steel B = Concrete
1110	CFD A, B	6.0, 5.9	Steel

¹Under construction, no inspection required.

The selected consultant will conduct an internal and external survey of the present condition of JCSD’s reservoirs and develop a comprehensive report accompanied with photographs illustrating present conditions for each reservoir and recommendations as to the next course of action. The selected Consultant will generate a priority sheet rating the condition of all the tanks from highest priority to least action needed. This list and the written report will serve as the basis for repair work that is required to maintain the integrity of the reservoirs. Copies of this RFP are available online at <https://www.jcsd.us/business/contracts-bid-opportunities>. All addenda related to this procurement will be posted online to JCSD’s website.

SECTION II. DEFINITIONS

The following definitions shall apply to this RFP and its attachments:

Term	Definition
Consultant; Contractor	Any person or company submitting a proposal in response to this Request for Proposals
District or JCSD	Jurupa Community Services District
RFP	This Request for Proposal for Triennial Reservoir Dive Inspections
Successful Consultant	The Consultant that is selected by JCSD through this Request for Proposal process to supply the services specified in the Scope of Services herein

SECTION III. ATTACHMENTS

The attachments below are included with this RFP.

1. Exhibit A – Satellite Location Map of the Reservoirs
2. Exhibit B – Compensation Schedule
3. Exhibit C – List of Independent Contractor(s), Subcontractor(s), or Subconsultant(s), i.e. “Other Contractor”
4. Exhibit D – Reference List
5. Exhibit E – Sample Professional Services Agreement
6. Exhibit F – Sample Report of like work completed by Contractor within the last 12 months.

SECTION IV. PROPOSAL SCHEDULE

Action	Date
Request for Proposal (RFP) Release Date	March 7, 2024
Deadline for Written Questions/Clarifications	March 13, 2024, by 4:00 P.M. PST

Response to Questions Released	March 20, 2024, by 5:00 P.M. PST
Proposal Submittal Deadline	March 27, 2024, by 2:00 P.M. PST
Contract award	April 25, 2024
Successful Consultant Notification	May 1, 2024

SECTION V. INSTRUCTIONS TO PROSPECTIVE CONSULTANTS

A. Examination of RFP Documents

Before submitting a proposal, Consultants should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Consultant that:

1. Consultant has carefully read and fully understands the information provided by JCSD to serve as the basis for submission of the proposal.
2. Consultant has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. All information contained in the proposal is true and correct.
4. Consultants did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Consultants in regard to the amount, terms or conditions of the proposal; and
5. Consultants acknowledge that JCSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant. Consultant grants JCSD permission to make these inquiries, and Consultant will provide any and all related documentation in a timely manner.
6. The submitted proposal is valid for 120 days, more if JCSD and Successful Proposer are in a contract negotiation.

No request for modification of the proposal shall be considered after the Proposal Submittal Deadline of **Wednesday, March 27, 2024, by 2:00 P.M. PST.**

B. Required Proposal Submission Documents

As part of their proposal submission, Consultants shall submit the following documents:

Documents to Submit	Comments
Proposers shall include but not limited to: statement of qualifications, experience, understanding of project, and labor force	Must be included
Exhibit B - Compensation Schedule	Must be filled out completely and signed
Exhibit C - List of Independent Contractor(s), Subcontractor(s) or Subconsultant(s), i.e. "Other Contractor"	Must be filled out completely
Exhibit D - Reference List	Must be filled out completely
Exhibit F – Sample Report of like work completed by Contractor within the last 12 months.	Must be included

C. Proposal Submittal Deadline and Location

Proposals are due on or before **Wednesday, March 27, 2024, by 2:00 P.M. PST**, all proposals after the deadline shall be rejected.

1. Potential proposers who wish to submit to JCSD must submit their proposal electronically (PDF format) to Jesse Ruiz jruiz@jcsd.us
 - a. **Email subject shall read “Proposal from (Consultant’s Name) for JCSD Triennial Reservoir Dive Inspections”**
2. Proposers are encouraged to send their electronic proposals utilizing the **DELIVERY and READ receipts enabled.**
3. The delivery receipt will be the proposer’s verification that the proposal has been sent to JCSD prior to the 2:00 P.M. deadline; all electronic files must be less than 20MB in size, as this is JCSD’s limit for email submission.
 - a. **Proposals will not be opened immediately. JCSD will open and review all proposals at a later time. Results will be readily accessible to all proposers once a determination has been decided.**

D. Withdrawal of Proposals

Any Consultant may withdraw their proposal by written or email request, addressed to JCSD contact specified in Section XV. Contact Person, at any time prior to the

Proposal Submittal Deadline.

SECTION VI. SCOPE OF SERVICES

Scope of work to include an internal and external survey and inspection of the present conditions concentrating on (but not limited to):

1. A full external survey of the walls and roof.
2. A full internal survey of the roof underside and the support system.
3. The internal survey extends to the underwater portions of the walls and the floor, including live video survey and photos for all internal surveys.
4. All internal structures such as inlets, outlets, drains, ladders, and overflows will be evaluated for integrity and corrosion. Optional, repair minor coating failures with NSF approved epoxy. The District's onsite representative is to be notified on the day of dive if there are any imperfections found and should be repaired on time and material in the same day if possible.
5. Pit depth measurements will be taken.
6. Evaluation of the cathodic system (if present).
7. Damage from either natural or seismic events.
8. Sediment samples will be retrieved if desired.
9. Submit inspection report of each reservoir within three weeks from completion of the inspection including all the videos and photos.
10. Measure and report the distance from the floor of reservoir to the overflow inside each tank.

Consultants will furnish dive reservoir inspection consulting services to satellite locations specified in Exhibit A – Satellite Location Map of the Reservoir and Exhibit B – Compensation Schedule.

A. Term

Work shall be completed no later than 60 calendar days from the effective date of the Professional Services Agreement (PSA). All 15 dives are to be completed Monday through Thursday from 7:00 AM to 4:00 PM within a 30-calendar day time-frame and final reports are to be received within 30 calendar days of the last dive. If for some unknown or unforeseen reason(s) completion of work is delayed, Consultant shall notify JCSD contact specified in Section XV. Contact Person regarding the concern(s) in detail.

B. Invoicing

Consultant will submit invoice to JCSD contact specified in Section XV. Contact Person via mail and/or email. Invoice will be accepted on a work completed basis and payable 30 days from work completed acceptance from a representative of JCSD.

C. Proposal Cost

The Consultant must complete, sign, and submit Exhibit B – Compensation Schedule with Consultant's proposal. All pricings must be inclusive, and include all labor, materials, and equipment necessary for all tasks listed in Section VI. Scope of Services. Provision of this information assists JCSD in determining whether the Consultant understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides transparency. The Consultant acknowledges that by submitting a proposal, pricing is bound for one hundred twenty (120) days after the Proposal Submittal Deadline.

D. Deliverables

Consultant shall prepare and provide a comprehensive report and photos (per individual sites in Exhibit B – Compensation Schedule) comprising of the following information:

1. A thumb drive with digital still photographs illustrating present conditions.
2. High quality sample printed still photographs showing the highlights of the inspection.
3. A written report shall accompany the numbered photographs in the thumb drive describing those photographs in detail and summarizing the findings; one for

each reservoir. The individual inspection reports must be submitted in two weeks after inspection of a reservoir. Additionally, a final report must be submitted after inspection of all reservoirs compiling all the inspection reports.

4. Recommendations as to the next course of action.
5. A priority sheet rating the condition of all the tanks from highest priority to least action needed.

Vendor to provide:

- a. One non-robotic potable water dive team.
- b. Decontamination procedure and materials.
- c. All diving equipment – diving to be performed with dry suits dedicated to drinking water only.
- d. Digital still and video cameras.
- e. All material and supplies necessary to complete scope of work.
- f. All job site travel.
- g. Office reporting time.
- h. Confined Space Commercial diving certification and monitoring.

JCSD to provide:

- a. JCSD staff to access the site and the roof hatches. Scheduled Monday through Thursday from 7:00 AM to 4:00 PM.
- b. All exterior ladders or man lift to reach the roof access.
- c. Reasonable water levels at the time of inspection to allow for a thorough roof evaluation.

NOTE: TANKS WILL NOT BE ISOLATED FOR DURATION OF THE DIVE INSPECTION UNLESS SPECIFICALLY ASKED BY CONTRACTOR.

SECTION VII. TERMS AND CONDITIONS

A. District's Standard Terms and Conditions

The terms and conditions set forth in Exhibit E – Sample Professional Services Agreement will apply to any agreement resulting from this RFP.

B. Pricing

Pricing shall remain firm throughout the term of the agreement. Additional services requested by the District, extending beyond the scope and term of the initial agreement will be negotiated before any service is provided and will follow all applicable District service agreement protocols.

SECTION VIII. CONTRACT AWARD

The District will recommend the award of an agreement with interdepartmental consideration to the most reasonable price, full response to the RFP, and verified capability of the Consultant. Award of agreement occurs when the PSA is approved and signed by the General Manager. A recommendation of Award does not constitute award of agreement.

Agreement documents will consist of the Professional Services Agreement which will contain relevant portions of this RFP, all related attachments, and the successful consultant's written proposal.

The following selection criteria (point system) shall be applied in evaluating the proposals and selecting the successful consultant. The point system shall have a cumulative of 100 points.

A. Selection Criteria

1. Consultant reputation among clients, vendors (15 points)
2. Technical expertise of consultant, staff (20 points)
3. Experience in the Public Sector (20 points)
4. Completeness of response (20 points)

5. Project cost (25 points)

SECTION IX. RIGHTS OF THE DISTRICT

This RFP does not commit JCSD to enter into an agreement. The Consultant is solely responsible for all expenditures occurred in preparation and submission of proposals, or in anticipation, negotiation, and preparation of an agreement. The District reserves the rights to:

1. Make the selection based on its sole discretion.
2. Issue subsequent RFPs and/or addendums.
3. Postpone agreement start date for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular subconsultants.
6. Negotiate with any, all, or none of the Consultants.
7. Cancel the RFP and reject any and all proposals in whole or in part when it is in the best interest of the District.
8. Waive informalities and irregularities in the proposals.
9. Accept, modify, or reject any items of the proposal.
10. Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the District due to unresolvable differences or not responding in a timely manner

An agreement shall not be valid or binding on the District unless and until it is executed by authorized representatives of JCSD and of the Consultant.

SECTION X. PUBLIC NATURE OF PROPOSAL MATERIALS

Responses to this RFP become the exclusive property of the District. At such time as the

District recommends the Consultant to the Board of Directors, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in which are defined by the Consultant as a business or trade secrets and plainly marked as “Confidential”, “Trade Secret” or “Proprietary”. The District shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential”, “Trade Secret” or “Proprietary”, or if disclosure is required under the California Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential”, “Trade Secret” or “Proprietary” may be registered as nonresponsive.

Although the California Public Records Acts recognizes that certain trade secret information may be protected from disclosure, the District may not accept or approve that the information that a Consultant submits is a trade secret. If a request is made for information marked as “Confidential”, “Trade Secret” or “Proprietary”, the District shall provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from the disclosure by a court of competent jurisdiction.

SECTION XI. COLLUSION

By submitting a proposal, each Consultant represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Consultant has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Consultant has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SECTION XII. FAIR DEALING/CONFLICT OF INTEREST

The Consultant warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Consultant, or any agent or representative of the Consultant to any officer or employee of the District with a view toward securing a recommendation of award or subsequent agreement or for securing more favorable treatment with respects to making a recommendation of award.

SECTION XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these

RFP instructions and specifications. Any alterations, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the District.

SECTION XIV. QUESTIONS REGARDING THE RFP

If questions about the RFP arise, they should be submitted in writing and addressed to the District contact person identified in Section XV. Contact Person no later than **Wednesday, March 13, 2024, by 4:00 P.M. PST**. Answers to written questions will be addressed in an addendum on **Wednesday, March 20, 2024, by 5:00 P.M. PST**. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the District's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

SECTION XV. CONTACT PERSON

Inquiries relating to this RFP and/or the required services should be directed to:

Jesse Ruiz
Water Systems Field Supervisor
(951) 233-3948
jruiz@jcsd.us

Exhibit A – Satellite Location Map of the Reservoirs

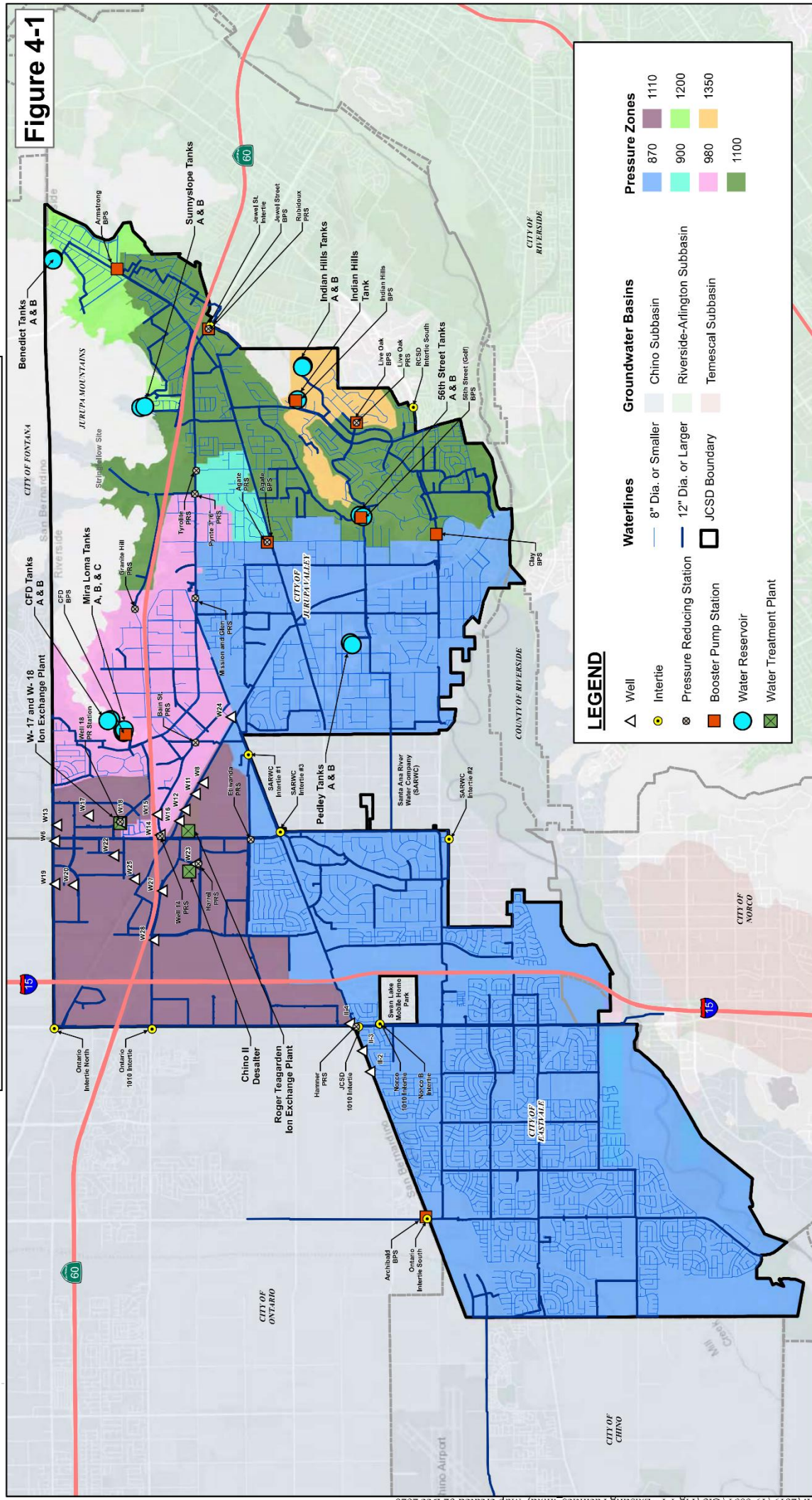


Figure 4-1 - Existing Facilities
JCSD Water Master Plan 2020



Sources: Riverside Co. GIS, 2020; USDA NAIP, 2019.



Exhibit B – Compensation Schedule

Item	Amount**	
Underwater Inspection of 15 Reservoirs – 8 Different Sites		
<p>Scope of Work: Full external and internal survey of the walls, roof (including underside) and the support system. The internal survey extends to the underwater portions of the walls and the floor, including live video of survey and photos for all internal surveys. All internal structures such as level measuring floats, ladders, inlets, outlets, drains and overflows will be evaluated for integrity and corrosion. Provide pit depth measurements. Evaluation of cathodic system (if present), damage from either natural or seismic events, site security and worker safety conditions. Provide sediment samples upon request. Submit inspection report of each reservoir within three weeks from completion of the inspection including all the videos and photos. Measure and report the distance from the floor of reservoir to the overflow inside each tank.</p>		
<p>Report to be delivered: Digital color still photographs illustrating present conditions with written report and DVD, describing recommendations as to next course of action.</p>		
LS	Golf A (56 th St.)	\$
LS	Golf B (Chino Product)	Bill to: Chino Desalter Authority \$
LS	Pedley A	\$
LS	Pedley B	\$
LS	Mira Loma A	\$
LS	Mira Loma B	\$
LS	Indian Hills I	\$
LS	Indian Hills II-A	\$
LS	Indian Hills II-B	\$
LS	Sunnyslope A	\$
LS	Sunnyslope B	\$
LS	CFD A	\$
LS	CFD B	\$
LS	Benedict A	\$
LS	Benedict B	\$
LS	Minor repair and patching of up to 10 nodules, 1/8" deep, cost of materials.	\$
LS	Clean-up of minor debris per site.	\$
EA	Hourly rate for additional work identified during inspection, 4 hours/reservoir.	\$ per hour
	Total Base Contract (All Inclusive)	\$

** The above prices shall include any amount payable by the owner including all taxes

Prevailing Wage

**Exhibit C – List of Independent Contractor(s), Subcontractor(s), or
Subconsultant(s), i.e. “Other Contractor”**

Independent Contractor 1	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Independent Contractor 2	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Sub-Contractor 1	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Sub-Contractor 2	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Sub-Consultant 1	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Sub-Consultant 2	Contact	_____
Address	City, State, Zip	_____
Phone	Email	_____

Exhibit D – Reference List

List a minimum of three (3) references for which a similar service has been supplied.

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Exhibit E – Sample Professional Services Agreement

I. PARTIES AND DATE

This Agreement is made and entered into this _____ day of _2024_____, 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, Jurupa Valley, California 91752 (“**District**”) and _____ with a place of business at _____ (“**Consultant**”). District and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

II. RECITALS

A. 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 the professional services described herein, is licensed in the State of California, and is familiar with the plans of District.

B. Project

District desires to engage Consultant to render such services for **Triennial Reservoir Dive Inspections** (“**Project**”) as set forth in this Agreement.

III. TERMS

A. Scope of Services and Term

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 perform the **internal and external survey inspection of fourteen (14) steel water reservoirs and one (1) concrete reservoir. Consultant to deliver high quality photographs showing the highlights of the inspection, written report, and recommendation** services necessary for the Project (“**Services**”). The Services are more particularly described in **EXHIBIT “B”** attached hereto and Section VI - Scope of Services 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.

2. **Term**: The term of this Agreement shall be from May XX, 2024, to July XX, 2024, 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.

B. Responsibilities of Consultant

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.

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

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. Consultant's key personnel for performance of this Agreement are as follows:

_____.

5. District's Representative: The District hereby designates **Water Systems Field Supervisor, Jesse Ruiz**, 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. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

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.

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.

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, 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 willful or negligent 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 subconsultants 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.

9. Period of Performance and Damages: Consultant shall perform and complete all Services under this Agreement within the term set forth in Section III.A.2 above ("**Performance Time**"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in **EXHIBIT "B" and Section VI-Scope of Services** 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 due to Consultant's willful behavior or negligence, it is understood, acknowledged and agreed that the District will suffer damage.

10. 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 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.

- a. 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 III.B.10 or any of its sub-sections.
- b. 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 III.B.10.a.

- c. Employment Eligibility; Failure to Comply: The persons executing this Agreement on behalf of Consultant verify that they are duly authorized officers of Consultant, and understand 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 III.B.10.a or III.B.10.b; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section III.B.10.b); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.
- d. 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.
- e. 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.

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.

12. Insurance:

- a. 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.

- b. 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:
 - (i) 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.

 - (ii) 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.

- c. Professional Liability: Errors and omissions coverage with limits of liability no less than \$1 million per occurrence.

- d. 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:
 - (i) 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.

 - (ii) 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.

- (iii) 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.
 - (iv) 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 mail 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.
- e. 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.
 - f. 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.
 - g. 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.
 - h. 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.

- i. 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.

13. 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 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.

C. Fees and Payments

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. The total compensation shall not exceed _____ without written approval of District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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.

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, including the requirement to be registered with the Department of Industrial Relations and to file certified payroll records electronically with the Department. 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 claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

D. Termination of Agreement

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.

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. 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.

E. Ownership of Materials and Confidentiality

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

2. 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. Right to Use: District shall not be limited in any way in its use or reuse of the Documents & 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.

4. 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.

5. 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.

F. General Provisions

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
Jurupa Valley, CA 91752
Attn: Jesse Ruiz

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.

2. Indemnification:

- a. 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, to the extent caused by any willful or negligent 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 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.
- b. 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 III.F.2.a that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents to the extent such allegations are caused by Consultant's willful or negligent acts, errors or omissions. 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 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. In the event the subject action alleges willful behavior or negligence on the part of Consultant and/or the District, or any third parties not under contract with Consultant, Consultant's obligations regarding the District's defense under this paragraph include only the reimbursement of the District's defense costs incurred to the extent of Consultant's negligence. Such reimbursement shall include payment for 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. Governing Law; Government Code Claim Compliance: This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside 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.

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

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

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

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.

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

9. Amendment; Modification: No supplement, modification or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties.

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.

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

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.

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.

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.

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.

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.

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

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.

JURUPA COMMUNITY SERVICES DISTRICT

CONSULTANT

By: _____
Chris Berch, P.E.
General Manager

By: _____
Signature

Name (Print)

Title (Print)

ATTEST:

By: _____
Signature

Maria E. Ayala
Executive Services Manager/Secretary to the
Board of Directors

Name (Print)

Title (Print)

**Exhibit F – Sample Report of like work completed by Contractor
within the last 12 months**