

REQUEST FOR PROFESSIONAL SERVICES

A/V Moderization - Phase II

Issue Date
September 16, 2026

Due Date
October 7, 2026

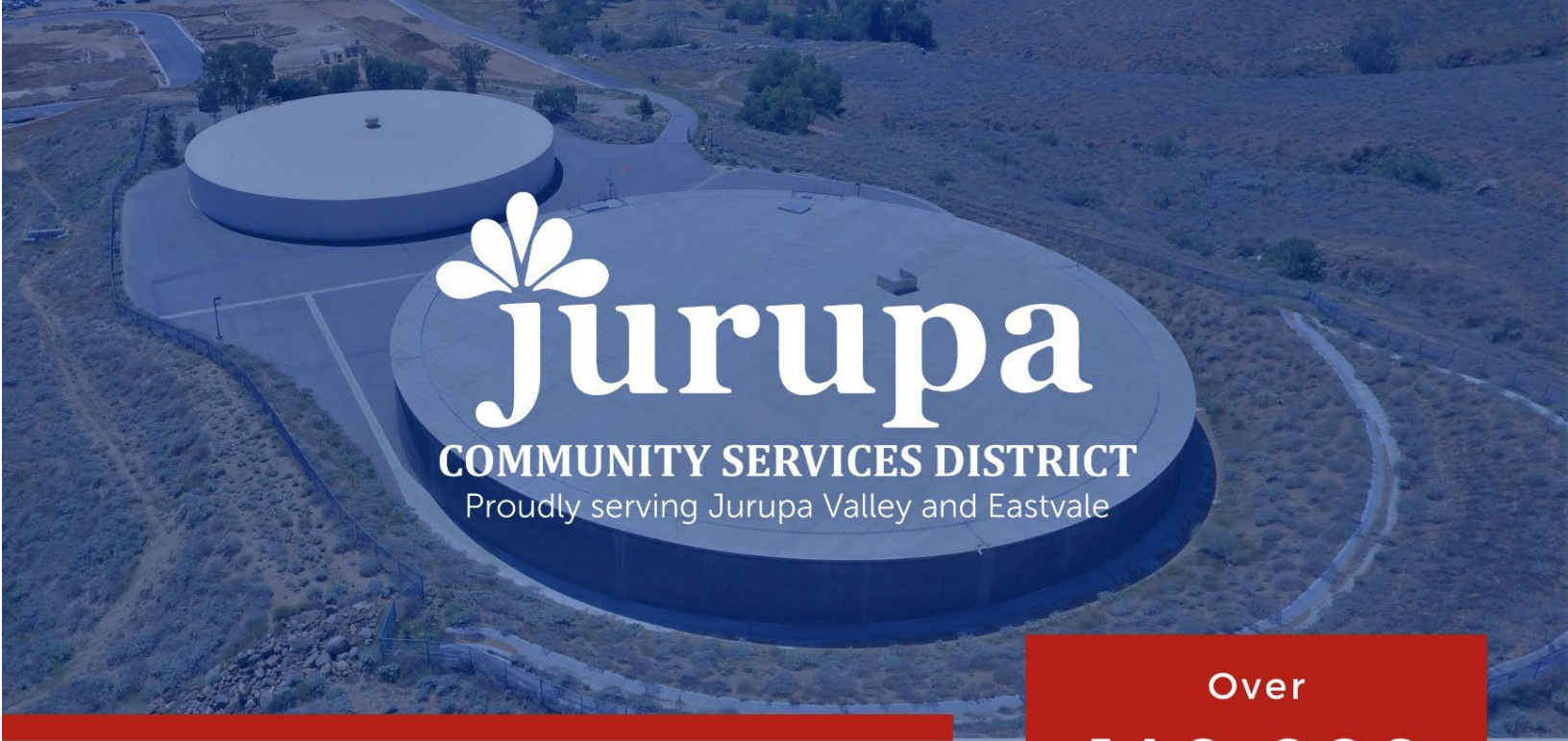
Point of Contact
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Contact Information
Jurupa Community Services District
11201 Harrel Street Jurupa Valley CA 91752



jurupa

COMMUNITY SERVICES DISTRICT

Proudly serving Jurupa Valley and Eastvale

Over
140,000
People Served

ABOUT US

The Jurupa Community Services District (JCSD) is a public agency providing award-winning services and programs to the communities of Eastvale and Jurupa Valley.

JCSD is governed by a Board of Directors comprised of five elected representatives from both cities.

**40 SQUARE
MILES**
Service Area

Encompassing
**EASTVALE &
JURUPA VALLEY**

JCSD LEADERSHIP



Division 3
Betty Folsom
President



Division 5
Anthony Herda
Vice President



Division 1
**Kenneth J.
McLaughlin**
Director



Division 2
Lupe R. Nava
Director



Division 4
Bart Moreno
Director



Chris Berch
General
Manager

Established in 1956



Water



Wastewater



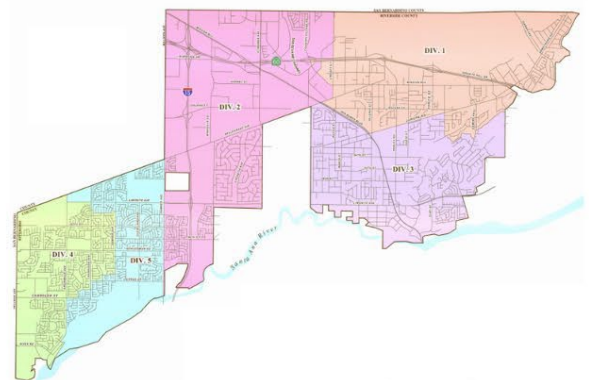
Parks &
Recreation



Graffiti
Abatement



Streetlights



www.JCSD.us
951.685.7434

11201 Harrel St. Jurupa Valley, CA 91752

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1. REQUEST FOR PROPOSALS (RFP)

A. OVERVIEW

The Jurupa Community Services District (JCSD) is soliciting proposals from qualified audiovisual systems integrators to provide professional services for the design finalization, furnishing, installation, programming, configuration, testing, commissioning, documentation, training, and support of Phase II audiovisual improvements at District facilities.

The goal of the Project is to create consistent, intuitive, commercial-grade audiovisual environments that support conferencing, presentations, training, collaboration, digital signage, room control, and public meetings while reusing suitable existing equipment where practical. The selected Consultant shall provide a complete, turnkey solution and coordinate closely with JCSD Information Technology staff throughout the Project.

B. PROPOSAL SUBMITTAL DETAILS

Technical Proposals shall be submitted electronically in PDF format to:

Carlos Morales, cmorales@jcsd.us

The email subject shall read "Technical Proposal from Consultant's Name: JCSD AUDIOVISUAL MODERNIZATION - PHASE II."

Consultants shall submit a separate email with the subject "Fee Proposal from Consultant's Name: JCSD AUDIOVISUAL MODERNIZATION - PHASE II."

Technical and Fee proposals must be sent no later than the deadline listed in the Project Schedule section of this RFP. All proposals received after this deadline will be rejected. Consultants are encouraged to send their proposals utilizing the DELIVERY and READ Receipts enabled.

The delivery receipt will be the bidder's verification that the proposal has been sent to JCSD prior to the deadline. All electronic files must be less than 20 MB as this is JCSD's limit for email submission. Multiple emails for the proposals can be sent to accommodate larger proposal files.

C. DISCLAIMER

This Request for Proposal does not commit JCSD to awarding a contract or paying any costs incurred in preparing the proposal. JCSD reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant, cancel this request in part or in its entirety, and

procure alternate or additional consulting services.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. JCSD shall not be liable for any pre-contractual expense incurred by the Consultant.

2. ANTICIPATED SCHEDULE

The following estimated dates have been set for the Project:

RFP Advertisement	September 16, 2026
RFP Questions Due	September 25, 2026 at 2:00 PM
Technical and Fee Proposals Due	October 7, 2026 at 2:00 PM
Negotiation/Contract signed by vendor pending approval (if needed)	October 16, 2026
Anticipated Board Approval Anticipated Start Date	November 23, 2026

Questions regarding the RFP shall be addressed to the I.T. Manager, Carlos Morales (cmorales@jcsd.us). All questions must be received prior to the deadline shown in the Project Schedule above. Answers to these questions will be sent to all prospective Consultants. No answers will be given on an individual basis.

3. PROPOSAL FORMAT

A. TECHNICAL PROPOSAL REQUIREMENTS

Consultants are requested to prepare a technical proposal in accordance with the attached Draft Scope of Work. The Team Qualifications, Understanding, and Approach Sections shall not exceed ten pages (combined). The proposal shall contain the following information:

- **Team Qualifications:** Provide an Organization Chart of the proposed team members, including a lead person for each sub-consultant, if any (clearly indicate individuals that are not part of the prime Consultant). Describe any joint venture or for key staff should be included as an appendix.
- **Understanding and Approach:** Describe your understanding of the goals of the RFP Title. Provide a project approach that outlines key phases, engagement strategies, and technical considerations. Emphasize how your approach will encourage inclusive input, support decision-making by the Board and staff, and result in meaningful and actionable recommendations. Include a list of recent or

comparable projects completed for public agencies or special districts.

- **Detailed Scope of Work:** Provide a proposed scope of work broken down by major tasks and subtasks. Consultants may expand or adjust the draft scope based on their experience and recommended approach. Include specific information that defines the level of effort, key assumptions, potential challenges, and any District resources or input needed for each phase. Optional value-added tasks may also be proposed.
- **Project Schedule:** Provide a proposed schedule showing the estimated start and completion dates for each major task and subtask. Include a discussion of the schedule and the specific methods your firm will use to keep the work on schedule and coordinated with JCSD staff. The schedule shall indicate all major milestones, submittals, and key meetings or workshops. A minimum of 10 working days shall be included for the JCSD staff review period of all deliverables.
- **Client References:** Provide a list of at least three (3) current or past clients from the last five years for whom you have completed similar work. Include the contact person's name, title, organization, phone number, and email address.
- **Conflicts/Contractual Issues:** Indicate any personnel or organizational conflicts of interest. If there are none, then provide a statement to this effect. Describe any exceptions requested to JCSD's professional services agreement (Attachment B), including indemnity and insurance provisions. If there are no exceptions stated, such unstated exceptions shall be deemed waived.

B. FEE PROPOSAL REQUIREMENTS

One of the areas in which you will be evaluated is your cost for performing the scope of services. Note that the compensation method shall be based on time and expense, subject to the not-to-exceed amount. In a separate email, send your firm's fee proposal and include the following information:

- Fixed price by room/location and project component
- Separate project-wide costs for engineering/system documentation, project management, shipping/logistics, permits/fees, and taxes.
- Separate pricing for optional alternates and managed services.
- Identification of all recurring licensing, subscription, support, and cloud-management charges.
- Total annual not-to-exceed fee estimate based on the Scope of Work

4. SELECTION OF CONSULTANT

A. CRITERIA FOR SELECTION

Selection among the proposals received shall be based on the following criteria, not necessarily in order of priority:

- **Project Understanding and Approach**
Demonstrated understanding of the District's functional, operational, privacy, supportability, and standardization goals; quality of the proposed implementation approach.
- **Relevant Experience and Qualifications**
Experience of the Consultant and key personnel with comparable commercial audiovisual systems, public-sector environments, Zoom Rooms, Teams Rooms, Q-SYS-class processing, enterprise control, networked AV, and direct-view LED.
- **Stakeholder Engagement Strategy**
Realistic project schedule, clear milestones, procurement planning, staffing, change coordination, and strategies for minimizing service disruption.
- **Work Plan and Schedule**
Realistic and well-structured schedule, with clear milestones, deliverables, and strategies for keeping the project on time and on budget. Capacity to begin work upon contract execution and maintain momentum throughout the project duration.
- **Warranty, Support, Training, and Documentation**
Strength of warranty, response model, local service capability, training, closeout documentation, source-file turnover, and operational handoff.
- **Quality and Completeness of Proposal**
Clarity, organization, professionalism, responsiveness to the requested format, and completeness of assumptions and exceptions
- **Cost Proposal**
Reasonableness of costs relative to scope, quality, lifecycle value, and supportability. JCSD is seeking best value, not necessarily the lowest price.
- **References**
Strength of references for comparable work, particularly for public agencies or special districts.

B. NOTIFICATION OF UNSUCCESSFUL CONSULTANTS

Unsuccessful potential Consultants shall be notified as soon as possible by JCSD following the determination of the recommended Consultant ("Notification"). The determination is expected to be within 60 - days after the proposal deadline. The final determination will likely require acceptance and approval by JCSD's Board of Directors.

C. PROTESTS

Proposers may file a "protest" with the District's General Manager. In order for a Proposer's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the Notification;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District's General Manager, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The District General Manager, or other designated District staff member, will provide a written decision to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy with respect challenges to the award of a contract hereunder. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the subject matter, including filing a Government Code Claim or legal proceedings.

5. SCOPE OF WORK

The Project background and a Scope of Work for this RFP are provided in Attachment A.

6. LIST OF ATTACHMENTS AND REFERENCE DOCUMENTS

The following attachments are included in the RFP:

Attachment A – Scope of Work

Attachment B - Draft Short-Form Construction Contract

ATTACHMENT A

Draft Scope of Work

Background

Jurupa Community Services District (JCSD) was established in 1956 to provide sewer service to the Jurupa area and began providing water service in 1966. Over the decades, JCSD has significantly expanded its service portfolio and geographic footprint. Today, JCSD serves more than 140,000 residents across over 40 square miles, including the entirety of the City of Eastvale and the majority of the City of Jurupa Valley. In addition to water and wastewater, JCSD now provides a wide range of services including parks and recreation, streetlight maintenance, graffiti abatement, and landscape maintenance.

Project Overview and Objectives

JCSD operates a variety of conference rooms, activity rooms, executive offices, public meeting spaces, and digital signage systems. The District is continuing a phased effort to modernize and standardize audiovisual systems across its facilities. The Phase II project is intended to improve reliability, ease of use, conferencing quality, presentation capabilities, room control, maintainability, and supportability while reusing suitable existing equipment where practical.

The selected Consultant shall provide professional audiovisual integration services to design-finalize, furnish, install, program, configure, test, commission, document, train, and transition into operation the systems described in this Scope of Work. Objectives include:

- Standardizing intuitive room operation and user experience.
- Supporting Zoom Rooms and Microsoft Teams Rooms workflows where specified.
- Improving camera, microphone, display, audio-processing, switching, control, and signage capabilities.
- Providing commercially supportable and lifecycle-manageable systems.
- Integrating with JCSD network, device-management, security, and administrative requirements.
- Protecting privacy in Activity Room A through front-of-room-only presenter tracking.
- Delivering complete documentation, configuration backups, programming source files, and knowledge transfer.

1. Scope of Work

1.1 Kick-Off

The Consultant shall organize and lead a kickoff meeting to review the project schedule, room scope, responsibilities, coordination requirements, and existing conditions. Following kickoff, the Consultant shall conduct site verification and provide a detailed project plan or schedule identifying key milestones, submittals, procurement activities, installation phases, testing, training, and final acceptance.

Following the kickoff, the Consultant will provide a project plan or schedule which should include key milestones and deliverables.

1.2 Research & Review

The Consultant shall provide professional services to design, implement, and transition into operation an upgraded A/V Modernization System.

Through a combination of site visits, in-office investigation, and workshops the Consultant will gather and review existing relevant information including, but not limited to:

- Verify room dimensions, mounting surfaces, furniture interfaces, pathways, conduit, cable distances, power, network availability, equipment locations, and existing reusable equipment.
- Identify any electrical, structural, conduit, backing, furniture, permitting, or specialty-trade prerequisites.
- Coordinate access and outage requirements with JCSD before work begins.

1.3 Scope of Services Overview

The Consultant shall provide professional services to design, implement, and transition into operation an upgraded A/V System for Jurupa Community Services District. The scope of services shall include, but not be limited to the following:

- Provide all equipment, labor, programming, supervision, tools, lifts, mounts, connectors, adapters, labels, rack accessories, patch cables, and incidental materials required for a complete and functioning installation

- Use new, current-production, commercial/professional-grade equipment sourced through authorized channels unless JCSD approves otherwise
- Coordinate VLANs, IP addressing, firewall rules, device management, Zoom/Teams administration, firmware, credentials, and remote-management requirements with JCSD IT
- Label new cabling and equipment in a durable and consistent manner and maintain a professional finished appearance
- Update firmware/software to stable supported releases and validate interoperability prior to acceptance
- Comply with applicable codes, accessibility requirements, manufacturer instructions, and licensing requirements

1.4 Room-by-Room Requirements

- **Pinnacle Room** - Modernize existing AV while reusing compatible equipment; Zoom Room; local presentation on existing video wall; wall touch control; Bluetooth audio input; additional wireless microphone/headset capability; HDMI output for rolling AV carts; 4K NDI PTZ cameras; matrix/HDBaseT distribution; Q-SYS-class processing/control; managed AV network switching; UPS/power conditioning
- **Pinnacle Room Video Wall** - Provide direct-view LED video wall approximately 15.7 ft x 7.77 ft, native resolution target 3840 x 1890, approximately 1.25 mm pixel pitch, with controller/processing, mounting, power/data distribution, calibration, trim, and same-lot spare replacement modules/panels.
- **ECC Conference Room** - 75 inch commercial display; Logitech Rally Bar-class appliance-mode Zoom Room; tabletop touch control; expanded microphone pickup along conference table; wired sharing; power protection; user guide.
- **Parks Director Office** - 75-inch commercial display on articulating/retractable mount; Zoom Room; two ceiling microphone pods; digital whiteboard sharing using Logitech Scribe-class system and approximately 72 x 48 inch glass whiteboard; simple one-touch workflow.
- **Lobby Signage Pillar** - Four 43-inch commercial 4K signage displays; reuse existing media player where compatible; articulating mounts; HDMI connectivity; scheduled automatic power operation.
- **Activity Room C** - 85-inch commercial display; Logitech Rally Bar-class appliance-mode Zoom Room; dedicated wall-mounted managed iPad mini-class control device with commercial enclosure and PoE/network support.
- **Activity Room A** - Replace projector with 85-inch commercial display; Zoom; presentations/training; 4K PTZ auto-tracking camera limited to front presentation area; Q-SYS-class DSP/core/amplification; wireless handheld/lavalier microphone; managed PoE switching; rack/UPS/power conditioning.

- **Board Room** - Enterprise AV modernization, Microsoft Teams Room using Crestron Flex-class integrator solution; Crestron 4 -Series-class control, AirMedia-class wireless presentation; at least two PTZ network cameras, Q-SYS-class audio/USB bridging; managed enterprise AV network switch; extensions, power conditioning, programming, and integration with existing room systems.
- **Engineering Director Office** - Customer-furnished display; Rally Bar-class Zoom Room; touch control; two expansion microphones; Scribe-class whiteboard camera and glass whiteboard.
- **Public Affairs Director Office** - 65-inch commercial display; Rally Bar-class Zoom Room; touch control; two expansion microphones; Scribe-class whiteboard camera and glass whiteboard.
- **Operations Director Office** - 65-inch commercial display; Rally Bar-class Zoom Room; touch control; two expansion microphones; Scribe-class whiteboard camera and glass whiteboard.
- **Finance Director Office** - Customer-furnished display; Rally Bar-class Zoom Room; touch control; two expansion microphones; Scribe-class whiteboard camera and glass whiteboard.
- **IT Manager Office** - Customer-furnished display; Rally Bar-class Zoom Room; touch control; two expansion microphones; Scribe-class whiteboard camera and glass whiteboard.

1.5 District-Furnished / Prerequisite Work

The final design shall verify owner prerequisites. Unless otherwise included in the Consultant's proposal, the basis of design anticipates the following may be provided by JCSD or others:

- Reasonable site and equipment access, including authorized remote access when needed
- 110V power at rack, display/screen, and AV box locations as required
- Approximately 1-1/4 inch conduit/pathways where required by final engineering
- Suitable table cubbies/pass-throughs where table AV connectivity is required
- Approximately 3/4-inch plywood backing or equivalent structural support at display locations where required
- Network/data drops to AV rack/device locations
- JCSD IT administrative coordination for Zoom, Teams, device management, network, and ongoing platform administration

1.6 Testing, Commissioning, Training, and Acceptance

- Develop and execute a commissioning checklist for each room.
- Verify displays, source switching, camera framing/tracking, microphone pickup, echo cancellation, audio output, wired/wireless presentation, conferencing controls, whiteboard sharing, signage, and room-control functions
- Conduct production Zoom and/or Teams test calls with JCSD staff
- Verify approved remote-management functions and transfer administrative ownership

- Provide administrator training for JCSD IT and end-user orientation for designated staff
- Provide concise one-page operating guides for conferencing rooms
- Resolve punch-list items before final acceptance

1.7 Documentation and Knowledge Transfer

- Final as-built drawings and signal-flow diagrams
- Final equipment list with manufacturer, model, serial number, location, warranty term, and network identifiers where applicable
- Cable schedule and labeling legend
- Control/DSP programming files and editable source files, without passwords or proprietary locks that prevent JCSD access
- Configuration backups and recovery procedures
- Network/port requirements and remote-management documentation
- Warranty/support contact and escalation information
- User guides and administrator documentation

1.8 Warranty and Optional Managed Services

The Consultant shall state manufacturer warranties and provide a minimum one-year integration/workmanship warranty from final acceptance unless a longer period is proposed. Optional managed-services pricing shall be separately identified and should describe helpdesk hours, remote support, preventative maintenance, regular service visits, emergency onsite response, hourly rates, travel charges, hardware replacement treatment, and escalation procedures.

1.9 Acceptance Criteria

Final acceptance will be based on JCSD verification that the implemented solution meets the approved design, functional requirements, and scope of services. At a minimum, acceptance requires:

- All required systems are installed, configured, and operational

- All conferencing, presentation, audio, camera, signage, room-control, and whiteboard functions operate as approved
- Required network/device-management integration is complete
- Functional testing and operational-readiness checks are complete with no outstanding critical issues
- Documentation, programming source files, configuration backups, and credentials have been delivered
- Training and knowledge-transfer activities are complete
- Support and escalation procedures are confirmed

1.10 Pricing Schedule

The Fee Proposal shall be submitted separately from the Technical Proposal. Proposers shall provide a complete, itemized cost for all equipment, materials, labor, engineering, programming, project management, shipping/logistics, installation, testing, commissioning, training, documentation, taxes, and other costs necessary to deliver a complete and fully operational solution.

Pricing shall be broken out by each project location or room identified in Attachment A so the District can clearly evaluate the cost of each component of the project. The proposer shall also separately identify project-wide costs that are not attributable to a single room, including engineering and system documentation, project management, shipping and logistics, permits or fees, sales or use tax, and any other applicable charges.

The Fee Proposal shall clearly identify the total base proposal amount. Any recurring software, licensing, subscription, cloud-management, device-management, or support fees shall be separately identified, including the applicable term and renewal cost.

Optional and alternate pricing shall be listed separately from the base proposal. At a minimum, proposers should separately identify pricing for any recommended extended warranty or support options, managed services, owner-prerequisite work the proposer is qualified to perform, and any other value-added alternates recommended by the proposer.

Where District-furnished or existing equipment is proposed for reuse, the proposer shall clearly identify that equipment and shall not include replacement equipment in the base price unless specifically identified as an alternate.

All assumptions, exclusions, allowances, travel charges, minimum service charges, and other conditions that may affect the proposed price shall be clearly stated. Pricing shall remain firm for a minimum of ninety (90) days from the proposal due date unless a longer period is proposed.

ATTACHMENT B

JURUPA COMMUNITY SERVICES DISTRICT SHORT-FORM CONSTRUCTION CONTRACT

[INSERT PROJECT NAME]

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 20__ by and between **Jurupa Community Services District**, a public agency organized under the laws of the State of California with its principal place of business at 11201 Harrel Street, Jurupa Valley, California 91752 (“District”) and [__INSERT NAME__], a [__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__] with its principal place of business at [__INSERT ADDRESS__] (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing [__INSERT TYPE OF SERVICES__] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the [__INSERT NAME OF PROJECT__] (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, [INSERT APPLICABLE PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS] as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: [__INSERT APPLICABLE DOCUMENTS__].

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within [INSERT NUMBER OF CALENDAR OR WORKING DAYS] **days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of [INSERT WRITTEN DOLLAR AMOUNT] **Dollars (\$[INSERT NUMERICAL DOLLAR AMOUNT])** **per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat

to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.7 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth below. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price of [___INSERT WRITTEN DOLLAR AMOUNT___] Dollars (\$[___INSERT NUMERICAL DOLLAR AMOUNT___]) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.8.4 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by District at any time by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 District's Representative. The District hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall

supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the California Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the District may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. Contractor shall defend, indemnify and hold the District, its 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor 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.

3.16 Insurance.

3.16.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

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

3.16.2.1 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); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the District).

3.16.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$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, 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*: One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident for bodily injury or disease. **[NOTE: IF THE SCOPE OF A PROJECT IS OF SUCH A VALUE THAT MORE THAN A MINIMUM INSURANCE OF ONE MILLION DOLLARS APPEARS NECESSARY, PLEASE CHECK WITH THE DISTRICT'S RISK MANAGER.]**

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

3.16.3.1 General Liability. (1) The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, 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 Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.16.3.2 Automobile Liability. (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 Contractor or for which the Contractor 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 Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.16.3.3 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 Contractor.

3.16.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 (2) 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.

3.16.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the District be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the District.

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

3.16.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. This insurance shall name the District, its directors, officials, officers, employees, agents and volunteers as additional insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. **[NOTE: IF THE SCOPE OF A PROJECT IS OF SUCH A VALUE THAT MORE THAN A MINIMUM INSURANCE OF ONE MILLION DOLLARS APPEARS NECESSARY, PLEASE CHECK WITH THE DISTRICT'S RISK MANAGER.]**

3.16.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the District. The District reserves the right to waive or amend this specific requirement.

3.16.9 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.17 Bond Requirements.

3.17.1 Payment Bond. If required by law (applicable to contracts of \$25,000 or more) or otherwise specifically requested by District in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.2 Performance Bond. If specifically requested by District in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment

to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the District. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor 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, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two (2) medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the

sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, a District Business License. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those

indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.25 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling. Contractor shall submit a Construction & Demolition Recycling Plan Summary Report to the District. Weight tickets and written documentation of diversion must be attached to the Report. Final payment requests to the District will not be processed without recycling documentation.

3.26 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 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 certain "public works" and "maintenance" projects. **[INSERT "IF" OR "SINCE" AS APPLICABLE]** the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT "IF" OR "SINCE" AS APPLICABLE]** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and subcontractors must be registered with the Department of Industrial Relations prior to performing any work. Contractor represents and warrants that Contractor is currently registered with the Department of Industrial Relations, and Contractor shall maintain current registration for the duration of the Project. Contractor shall have an affirmative obligation to verify that all subcontractors are registered with the Department of Industrial Relations and shall not permit a subcontractor to perform work on the Project without first verifying the subcontractor's registration. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contracts with subcontractors and shall ensure that all subcontractors are registered prior to and during the performance of the work. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.27 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.28 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of Twenty-Five Dollars (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.29 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.30 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.31 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by District.

3.32 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.33 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of

Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to the Contractor, without further acknowledgment by the Parties.

3.34 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

District

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: [INSERT NAME]

Contractor

[__ INSERT NAME __]
[__ INSERT ADDRESS __]
[__ INSERT ADDRESS __]
Attn: [__ INSERT NAME __]

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.35 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.36 Time of Essence. Time is of the essence in the performance of this Contract.

3.37 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.39 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.40 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.41 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.42 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.43 Prohibited Interests.

3.43.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.43.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.44 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**JURUPA COMMUNITY SERVICES
DISTRICT**

[INSERT CONTRACTOR'S NAME]

By: _____
Chris Berch
General Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

Attest:

By: _____
Maria E. Soriano
Board and Executive Services
Director

By: _____
[INSERT TITLE]

Classification of Contractor's License

DIR Registration Number

Approved as to Form:

****Approved Form****

Best Best & Krieger LLP

General Counsel

**EXHIBIT “A”
PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

**[INSERT GENERAL CONDITIONS/SPECIFICATIONS - INCORPORATE BY
REFERENCE ANY NEEDED PLANS OR DRAWINGS]**

**EXHIBIT “B”
SPECIAL CONDITIONS**

**[__ INSERT SPECIAL CONDITIONS IF NECESSARY – OTHERWISE
JUST INSERT “NOT APPLICABLE” __]**

**EXHIBIT “C”
CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[___INSERT CONTRACTOR’S NAME___]

By:

[___INSERT NAME___]

[___INSERT TITLE___]