

BONSALL UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2nd day of October, 2017 by and between BONSALL UNIFIED SCHOOL DISTRICT ("District") and ENVIRONMENTAL LAND MANAGEMENT, ("Contractor"). District and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. District is a California school district and is in need of professional services for District's fire fuel mitigation/removal efforts on the District's "Gird Road" property ("Project").

B. Contractor is duly licensed in the State of California and has the necessary qualifications to provide such services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Contractor shall render certain services to District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE 1

Scope of Services to be Performed

1.1 Scope of Services to be Performed. The scope of services to be provided by Contractor is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Scope of Services"). Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Task Orders. District may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Contractor ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "B" attached hereto and by this reference incorporated herein. Contractor shall not perform and District shall not be liable for any services performed by Contractor unless written authorization from District is given to Contractor prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by District and Contractor before commencement of the work called for by such Task Order.

1.3 Conformance to Applicable Requirements. All work prepared by Contractor is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

1.4 Reports. Contractor shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the District, whether or not such reports must be submitted to the District.

1.5 Permits, Licenses, Fees and Other Charges. Contractor shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Scope of Services and shall give all notices necessary and obtain all required inspections. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.6 Time to Perform Services. Contractor shall perform the services in accordance with the schedule set forth on Exhibit "C" attached hereto and by this reference incorporated herein. Contractor shall commence work immediately upon receipt of a notice to proceed from District. District will have no obligation to pay for any services rendered by Contractor in advance of receipt of the notice to proceed, and Contractor acknowledges that any such services are at Contractor's own risk. Contractor shall confer as requested with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

1.7 Qualifications. Contractor represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

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

1.9 Standard of Care. Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, 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 Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors or 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. Any of Contractor's employees who are 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 of Contractor's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. District shall compensate Contractor for the services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "D" and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of \$24,190, unless otherwise expressly authorized by a Task Order.

2.2 Billing Procedure.

(a) Contractor shall submit, on or before the twentieth (20th) day of each month, to District, accurate, detailed and complete statements for services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Contractor. The Invoices shall be supported by such data substantiating the Contractor's right to payment as District may require.

(b) Payment shall not constitute acceptance of any work completed by Contractor.

(c) The making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.3 Payment. District shall make payment to Contractor within thirty (30) days of receipt of an undisputed Invoice or the resolution of any billing dispute. District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Contractor. District will release any withheld funds upon Contractor satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the Contractor on the compensation due Contractor under the terms of this Agreement.

ARTICLE 3

Accounting, Inspection and Audit

3.1 Records. Contractor shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor under this Agreement. During such four (4) year period, Contractor shall give District and its agents, during normal business hours, access to such Books and Records. District and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where District has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Contractor's expense. Access to the Books and Records shall be granted to District and its Representatives.

ARTICLE 4

Termination

4.1 Termination. District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Contractor. Upon receipt of the termination notice, Contractor shall promptly discontinue services unless the notice directs to the contrary. In the event District renders such written notice to Contractor, Contractor shall be entitled to

compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's services. Contractor acknowledges District's right to terminate this Agreement as provided in this Section, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Contractor shall deliver to District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 5

California Labor Code Provisions

5.1 Prevailing Wage Rates. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "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, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold 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. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5.2 Registration and Labor Compliance. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5.3 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 6

Project Manager

6.1 Representative of Contractor. Johnny Gonzales ("Contractor Representative") is hereby designated as the principal and representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Contractor shall not substitute any person as Contractor Representative without first notifying District in writing of Contractor's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Contractor Representative is unacceptable, Contractor shall submit alternate candidates until District determines that substitute Contractor Representative is acceptable.

6.2 Representative of District. David Medcalf is hereby designated as the representative of District and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Contractor produced by Contractor pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of District. Contractor will take such steps as are necessary to perfect or protect the ownership interest of District in such Work Product. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original Work Product in Contractor's possession or control.

ARTICLE 8

Insurance

8.1 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "E" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain pursuant to this Article, unless otherwise approved in writing by District, and shall furnish separate certificates and endorsements for each subcontractor.

8.2 Failure to Provide Insurance. If Contractor fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall have the right, at District's election and upon twenty (20) days' notice to Contractor to procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Contractor with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Contractor for services rendered pursuant to this Agreement. District shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 9

Indemnification

9.1 Contractor's Duty to Indemnify. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor'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 allegedly arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

In addition, Contractor shall defend, with counsel of District's choosing and, to the extent permitted by Civil Code Section 2782.8, at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its Board, members of the Board, employees, or authorized volunteers.

ARTICLE 10

General Provisions

10.1 Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the Party giving such notice has been notified, in writing, of a change of address:

DISTRICT:

Bonsall Unified School District
31505 Old River Road
Bonsall, California 92003
Attention: William Pickering II, Asst Supt

CONTRACTOR:

Environmental Land Management
P.O. Box 82131
San Diego, CA 92138-2131
Attention: Johnny Gonzales

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

10.2 Separate Contracts. Contractor understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Contractor as District desires.

10.3 Notification. In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Contractor shall, within one (1) business day of actual knowledge of the problem or potential problem, notify District in writing and by telephone.

10.4 Compliance. All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Contractor's work; and (ii) this Agreement. Contractor shall also comply, at Contractor's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Contractor's work. The Contractor will be responsible for securing any and all required governmental inspections and approvals for the work completed under this Agreement.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

10.6 No Waiver. The fact that District has made payment under this Agreement shall not be interpreted so as to imply District has inspected, approved or accepted the work which has been performed by Contractor. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.7 Assignment and Subcontractors. Contractor shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Contractor.

10.8 Independent Contractor. The Contractor shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Contractor's own manner and method and in no respect shall Contractor be considered an agent or employee of District, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint

venture between Contractor and District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

10.9 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to the Contractor in the event of any default or breach by District or for any amount which may become due to the Contractor or for any breach of the terms of this Agreement.

10.10 Conflict of Interest. No director, officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.11 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, 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. Contractor shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

10.12 Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, as determined by the District in its sole discretion, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its subcontractors on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other contractors, coming into contact with the District's pupils. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

10.13 Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

10.14 Best Efforts. The Contractor recognizes the relations of trust and confidence that are established by this Agreement, and covenants with District to furnish his/her best skill and judgment, and to actively cooperate and assist in furthering the best interests of District in all matters pertaining to the work. The Contractor agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most

expeditious and economical manner consistent with District's best interests. The Contractor's employees assigned to the work shall at all times be reasonably satisfactory to District.

10.15 Confidential Information. All information gained or Work Product produced by Contractor in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information or Work Product to persons or entities other than District without the prior written consent of the District, except as otherwise required by law. Contractor shall promptly notify District should Contractor, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

10.16 Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District's governing board. Any amendments to this Agreement shall require Board approval or ratification.

10.17 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.18 Cooperation. Contractor shall cooperate in the performance of work with District and all other agents.

10.19 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.20 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Los Angeles County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

10.21 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.22 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.23 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.24 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.25 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.26 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.27 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.28 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.29 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Contractor.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

“CONTRACTOR”

ENVIRONMENTAL LAND MANAGEMENT

By:

Name:

Its:

“DISTRICT”

BONSALL UNIFIED SCHOOL DISTRICT

By:

Name:

Its:

EXHIBIT LIST

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT “B” PROFORMA TASK ORDER

EXHIBIT “C” PERFORMANCE SCHEDULE

EXHIBIT “D” COMPENSATION

EXHIBIT “E” INSURANCE REQUIREMENTS

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide Integrated Fire Fuel Mitigation maintaining Boundary Line Setbacks and Maintenance using live goats and District approved machinery.

Inclusions, Exclusions, and Clarifications:

1. Water to be supplied by District.
2. Attendants trailer and stock trailers on site during work duration are by Contractor. Trailers sanitation is Contractor responsibility.
3. Dogs will be kept on site for security of job site and livestock. Access to and from contracted area by herders, herd/guard dogs, herd goats themselves, and equipment may cause ill effects on ingress or egress area vegetation or land are the responsibility of the Contractor.
4. District must notify tenants and adjacent properties of the abatement/operations prior to commencement.
5. Property and Bodily Injury Disclaimer - To help prevent damage to surrounding vegetation, property or bodily injury to man or beast, preventative fencing is highly recommended, and is the responsibility of the Contractor. District shall be held harmless for any damages which may ensue.

Installation of preventative fencing does not guarantee that damage will not occur to un-contracted areas, individuals or animals. If damage occurs to un-contracted areas, individuals or animals, it is the sole responsibility of the Contractor.
6. Goats may not stray onto adjacent properties or roadways.
7. Goats are protected by herding guard dogs, attacks may occur to individuals, pets, or livestock intruding or threatening the work area. The Contractor will hold harmless the District for any attacks by herding guard dogs for any reason whatsoever.
8. Contractor warrants that the working herd has been inoculated for CD & Tetanus, and Internal & External Parasites.

EXHIBIT "B"
PROFORMA TASK ORDER

**BONSALL UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER NO. 1**

This Task Order No. 1 ("Task Order") is entered into this 2nd day of October, 2017 by and between Bonsall Unified School District ("District") and Environmental Land Management ("Contractor").

RECITALS

A. On or about October 2, 2017 District and Contractor executed that certain Professional Services Agreement ("Agreement").

B. The Agreement provides that the parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree:

1. Section 1.1 of the Agreement is hereby amended to include those services listed on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to confirm the amount to be paid by District to Contractor as more particularly set forth on Exhibit "1."

3. In the event this Task Order authorizes additional work or confirms work set forth in the Task Order but not authorized, Contractor shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

IN WITNESS WHEREOF, District and Contractor have caused this Task Order No. 1 to be executed as of the day and year first above written.

"CONTRACTOR"

ENVIRONMENTAL LAND MANAGEMENT

By: _____

Name: _____

Its: _____

"DISTRICT"

BONSALL UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

- A. Description of Services Included, Deleted or Authorized.
- B. Confirmation of Amount to be Paid to Contractor.
- C. Time to Perform Services Listed Herein.

EXHIBIT "C"
PERFORMANCE SCHEDULE

The work shall begin on October 3, 2017 and shall be completed within fifty (21) consecutive days and/or by October 24, 2017.

EXHIBIT "D"
COMPENSATION

The Contractor shall be paid the not to exceed amount of **Seven Thousand Seven Hundred Sixty Three Dollars (\$7,763.00)** for Fire Fuel Mitigation Services contemplated by the Agreement in accordance with the terms and conditions thereof.

EXHIBIT "E"
INSURANCE REQUIREMENTS

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the Bonsall Unified School District ("District") that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement, or as otherwise provided herein, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26); or (2) cross liability for claims or suits by one insured against another.

 - (B) Minimum Limits of Insurance. Contractor and all subcontractors shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 aggregate 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 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation in not less than statutory limits, Employer's Liability limits of \$1 million per accident for bodily injury or disease. If this contract is for services that do not involve geotechnical engineering, surveying or the preparation of design or construction documents, the limit may be reduced to \$2 million per occurrence or claim and in the aggregate with written approval from District. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

 - (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or

materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may suspend or terminate this Agreement.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects 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 excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of District, before District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by 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.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) 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 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 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. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against 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.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

(i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to District.

(ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District and any other additional insureds.

(iii) standard separation of insureds provisions.

(iv) no special limitations on the scope of protection afforded to District, its directors, officials, officers, employees, agents, and volunteers.

(v) waive any right of subrogation of the insurer against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against District and any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. Contractor shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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.

5. Claims Made Policies. Claims made policies are not acceptable for any insurance other than Professional Liability insurance. In addition to the requirements above, for any claims made policy:

(A) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

(C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to District that the subcontractors have secured all insurance required under this Section. If requested by Contractor, District may

approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and District shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.
8. Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to 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. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reservation of Rights. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

END OF EXHIBIT E - INSURANCE REQUIREMENTS