

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (“Agreement”), made this 16th day of December 2021, by and between the Ukiah Unified School District, a political subdivision of the State of California (“District”) and GPRS INC. Inspection Services, a duly qualified professional in the area of Inspection and Engineering Services (“Professional”).

District and Professional hereby agree as follows:

1. Scope of Services:

Professional agrees to provide services to District as set forth in **Attachment A**.

2. Contract Documents:

The contract documents consist of the Agreement for Professional Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Professional shall be recompensed as set forth in **Attachment B**.

4. Term of Agreement:

The term of this Contract shall be from December 16, 2021 to June 30, 2021 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

Professional:

s/ _____
Gabriel Sherman, Director of Maintenance,
Operations, and Transportation Department
For Ukiah Unified School District

s/ _____
Consulting Engineers
Brylee White
GPRS Inc.

Name/Title

Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Professional's Warranty: District has relied upon the professional ability and training of Professional as a material inducement to enter into this Agreement. Professional hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Professional's work by District shall not operate as a waiver or release.
2. Status of Professional: The parties intend that Professional, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Professional is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Professional represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Professional further represents that in the performance of this Agreement, no person having such interest will be employed. If Professional participates in the planning, development, or negotiation of a contract for the District, Professional may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Professional assisted the District in preparing the plans and specifications for that project.
4. Extra (Changed) Work: If, in the course of performance of the Contract, Professional or the District proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Professional or the District may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the District for approval. Upon approval by the District, a "Notice to Proceed" with the approved changes will be submitted to Professional. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.
5. Nondiscrimination: Professional shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Transfer of Rights: Professional assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Professional in connection with the project, if any. Professional agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Professional's responsibilities

under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Professional may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Professional prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Professional shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Professional's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Professional or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Professional shall be liable to District for any loss or damage to District property arising from or in connection with Professional's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Professional shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) Professional Liability (Errors and Omissions) Insurance for all activities of the Professional arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Professional's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Professional, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Professional resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Professional, District may deduct from

sums due to Professional any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:	Professional:
Ukiah Unified School District 511 S. Orchard Ave. Ukiah, CA 95482	GPRS Inc. 5217 Monroe St. Toledo, OH 43623
Attention: Gabriel Sherman	Attention: Brylee White

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Professional. In the event District elects to terminate the Agreement without cause, it shall pay Professional for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Professional shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Professional.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Taxes: Professional agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Professional agrees to furnish District with proof of payment of taxes on those earnings.

14. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
15. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Mendocino, California, and no other place.
16. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
17. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
18. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
19. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
20. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
21. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
22. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
23. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

24. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

25. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A –

Attachment B –

Attachment A

Scope of Work

Attachment B

COMPENSATION

See Attached

ATTACHMENT: A

December 1, 2021

Client: Ukiah Unified School District**Attn:** Gabriel Sherman, Director of MOT**Project:** Yokayo Elementary School - 790 S Dora St, Ukiah, CA 95482**Submitted By:**

Brylee White

480.524.1035

Brylee.White@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information.

SCOPE OF WORK

We understand the scope to be to search for underground utilities in the area outlined on the plan provided by the client. We will attempt to trace any utilities for which there are structures visible from the work area. Utilities will be marked on the surface using paint, flags, or other appropriate means. The client will be responsible to provide drawings or notify GPRS of any utilities known to be entering the work area for which there are no apparent surface features or structures that are visible from the work area. The areas should be laid out, marked, and cleared of obstructions prior to our arrival in order to avoid additional charges. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder has a copper wire encased in fiberglass. The line is pushed through accessible pipes before placing a current on the wire and the signal is then traced from the surface. The maximum traceable depth is 10' depending on the soil conditions and the maximum distance is 200'. The line can be pushed through a pipe with direct access such as a sewer line at a cleanout or a storm drain catch basin. It may not be able to be pushed through deeper pipes within manholes. Electrical conduits will not be accessed by GPRS. The signal cannot be located through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)





PROJECT COSTS

ATTACHMENT: B

SERVICE	DESCRIPTION	PRICE
SCANNING/FIELD MARKINGS	Described on Page 1. PREVAILING WAGE	Prevailing Wage Rates Half Day (4hrs): \$1,000 Full Day (8hrs): \$2,000 <i>Estimated time: 2.5 days</i>
MOBILIZATION		INCLUDED
TOTAL		EST *\$5,450
OPTIONAL SERVICES (INITIAL IF DESIRED)		
FORMAL REPORT	Detailed report of findings with photos, example data, and a site sketch (if applicable) in addition to the basic summary report that is included with every job. See example: Link	Initial ___ \$250
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link	INCLUDED
CAD DRAWING	Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link	Initial ___ \$1,700

- * This price assumes that we will be given access to perform the work during normal, weekday business hours (7am-5pm).
- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- * All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- * GPRS has been notified of Certified Payroll requirements. If GPRS receives a notice that any of these conditions exist, there will be additional costs.

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: _____

Billing Address: _____

Company Phone/Email: _____ PO#: _____ Job#: _____

Print Name: _____ Signature _____ Date: _____

