



Natomas Unified School District
CONSULTANT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this date, June 9, 2016 and between Natomas Unified School District hereinafter called the "District" and MTGL hereinafter called the "Consultant".

TERM This agreement shall commence on June 10, 2016 and shall end on June 30, 2016 unless otherwise terminated as provided for herein.

SCOPE OF WORK (Description of services provided or title of workshop/performance): In-Plant Inspection Services of Ball Wall

COMPENSATION

TOTAL AMOUNT BILLED SHALL NOT EXCEED (Total Amount):

One Thousand Four Hundred Eighty Dollars (\$1,480)

This is the Contract Limit for services performed and costs incurred for the term of the Agreement and must cover all of the Consultants' expenses, including supplies, travel, lodging and meals. Consultant must return an invoice to the department/site to be signed by an administrator to verify that services have been received. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. All services must be completed and invoiced by June 30.

PAYMENT PLAN (choose one)

- _____ Single payment at a flat rate for completed project. This is the District's preferred payment plan.
- _____ Multiple payments for time worked or per workshop, performance, completed portion of project or person: Fee must include all expenses such as supplies, travel, lodging, etc.

AB 1610, 1612 AND 2102 COMPLIANCE (Consultants having more than limited contact with students require fingerprinting.)

- _____ Consultant will be on campus on a regular basis (more than once) while students are present (attach Criminal Records Check form).
- _____ Consultant will not be on campus on a regular basis while students are present (fingerprints not required).

INDEPENDENT CONTRACTOR

Consultant will provide services under this agreement as an independent contractor and not as an employee of the District. District will not withhold Federal or State Income Tax deductions from payments made to Consultant under this agreement. Consultant must provide District with his/her Social Security number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by IRS.



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BY ACCEPTANCE OF THIS CONSULTING AGREEMENT THE CONSULTANT:

- A. Agrees that Contractor shall hold harmless, indemnify, and defend District, its officers and employees from any injury, claim, damages, attorney's fees or costs of any kind sustained by any person or entity employed or contracted directly or indirectly by Contractor upon or in connection with performance under this Contract, to the extent caused by the negligent performance of the work described herein; and shall hold harmless, indemnify and defend District, its officers and employees from any injury, claim damages, attorney's fees or costs of any kind arising from the negligent act, default, or omission of Contractor, any subcontractor, person or entity directly or indirectly employed by the contractor in connection with performance under the Contract.
- B. Represents that he or she is qualified to perform the work ordered as an independent contractor with no conflict of interest.
- C. Agrees to keep confidential all proprietary information of the District, as well as any student information.
- D. Certifies that he or she is not receiving salary or remuneration, other than vacation pay, from any other public agency for the above-specified project.
- E. Agrees that no changes to this contract shall be made without written approval by The District.
- F. Agrees not to assign or transfer any right or obligation or duty under this Contract without District's written approval.
- G. Certifies that he or she is not receiving salary or remuneration from the District Payroll Department (includes substitute services, after school programs, coaching etc...).
- H. Early Termination – either party hereto may terminate this contract with or without cause at any time by giving 30 days written notice to the other party. If District terminates the agreement – its liability shall be limited to the value of services provided as of the date of the termination.
- I. Consultant is responsible for its own expenses, which includes travel, lodging, and meals. Expenses are not reimbursable by the District.
- J. Ownership: the District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographs, or other reproductions of any kind produced or used in the scope of the services performed, and no other uses therefore will be permitted except by permission of the District Proprietary material will be exempted from this clause.
- K. Insurance: The Contract shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. Prior to the start of work, Contractor shall file with the District certificates of insurance naming the District, its Board, officers, employees, and agents additional insured parties to the coverage. The insurance shall contain the following levels of coverage:
 - Worker's Compensation and Employer's Liability Insurance.
 - Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
 - Automobile liability insurance – single limit of liability not less than \$1,000,000.
 - The Contractor shall obtain and furnish Proof of insurance prior to commencing work.
- L. Certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.



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CONSULTANT INFORMATION

Consultant or Firm Name as it will appear on check: MTGL
Mailing Address: 2992 E. La Palma, Suite A
Anaheim, CA 92806

Tax ID #: 33-0580168

Phone: 800-491-2990

Fax: (714) 632-2974

PERS AND STRS COMPLIANCE

The following must be completed by individual consultants (consultant firms should disregard it).

A. Are you now, or have you ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers Retirement System (STRS)?

No Yes _____ If yes: PERS _____ or STRS _____

B. Are you now, or have you ever been, an employee of DISTRICT or any other federal, state or local government agency?

No Yes _____ If yes: Last Date Paid: _____

I certify that all services shall be rendered at time other than my regular assigned workday at that agency.

CONSULTANT ACCEPTANCE

To the Governing board of Natomas Unified School District:

"I agree to the terms stated in this contract. I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Consultant Signature:

Date: 6/9/16

SITE/DEPARTMENT ACCEPTANCE

Site/Department Requesting Service: Facilities and Strategic Planning

Site/Department Contact: Mark V. Covington

Phone: 916-567-5468

Site/Department Email: mcovington@natomas.k12.ca.us

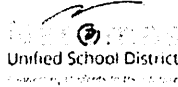
Principal/Manager Signature:

Date: 6/9/16

DISTRICT ACCEPTANCE

Signature:

Date: 6/9/16



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AFFIDAVIT OF COMPLIANCE WITH ED CODE 45125.1

Education Code Section 45125.1 in relevant part provides:

- A. If the employees of an entity which has a contract with the school district have more than limited contact with students as determined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

Please check one:

- I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.
- I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:
 - A. Each employee who may have contact with pupils has been fingerprinted;
 - B. The Department of Justice has provided a report on the criminal background of each employee;
 - C. No employee who may come in contact with pupils has been convicted of a crimes as defined in Education Code section 45122.2; and
 - D. Attached is a list of the names of each employee who may come in contact with pupils

Any changes to the above information will be forwarded to the District immediately.

ACCEPTED BY: Michael Land Date: 6/9/16 Title: President

INSURANCE CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

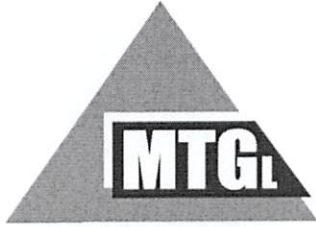
"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700, of the Labor Code, which requires 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 I will comply with such provisions before commencing the performance of the work of this contract.

ACCEPTED BY: Michael Land Date: 6/9/16 Title: President

Proper Name of Contractor: MTGL, Inc



Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental

"Providing Value in Quality Control"

Central Dispatch
(800) 491-2990

Office Locations

Corporate Branch
Orange County

2992 E. La Palma,
Suite A
Anaheim, CA 92806

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

Indio

Los Angeles /
Ventura County

San Bernardino /
Riverside

San Diego / Imperial
Counties

Certifying Agencies

State of California
D.S.A
OSHDP
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95834
Attn: Ms. Jennifer Mellor

P-16-478
June 9, 2016

RE: PROPOSAL FOR FABRICATION INSPECTION
(2) Ball Walls at Park Elementary School Paving Project 02-114771

MTGL, Inc. is pleased to submit a proposal for fabrication inspection services. Our rate for each ball wall is \$ 720.00. MTGL requests a contract for **\$ 1,480.00** for the two ball walls which includes our daily report, administration, and engineering supervision.

The opportunity of submitting this proposal is sincerely appreciated. If it meets with your approval, please indicate your acceptance by signing and returning the attached copy.

We look forward to working with you on this project.

Sincerely,
MTGL, Inc.

Steven Koch
Senior Vice President

CLIENT: Natomas Unified School District

BY: [Signature]

TITLE: Executive Director Facilities

DATE: 06/09/2016