

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT  
**PROFESSIONAL SERVICES CONTRACT & GENERAL PROVISIONS**

The Paso Robles Joint Unified School District (PRJUSD), hereinafter called "District" has need of the specialized services of **Earth Systems Pacific (Earth Systems)**, an independent contractor, hereinafter called "CONTRACTOR/CONSULTANT", for the period specified herein, according to the following terms and conditions. The CONTRACTOR/CONSULTANT shall be, for the purposes of this agreement, an independent contractor/consultant and shall not be deemed an employee of the Paso Robles Joint Unified School District for any purpose.

DISTRICT may provide such supplies and equipment as shown herein for the convenience of CONTRACTOR/CONSULTANT and such accommodation shall not operate as indicia of employment.

I. **TERM**

1. Duration **N/A**

2. CONTRACTOR/CONSULTANT shall begin services on February 26, 2019

II. **SERVICE TO BE PERFORMED**

CONTRACTOR/CONSULTANT shall Provide Geotechnical, Materials Testing, and Construction Special Inspection Services for various projects within the Paso Robles Joint USD as per the Statement of Qualifications dated February 12, 2019.

III. **MANNER OF PERFORMANCE**

CONTRACTOR/CONSULTANT shall perform all services as needed by DISTRICT in a competent and professional manner under the direction of, **PRJUSD Manager of Facilities & Planning** hereinafter called PROGRAM MANAGER who shall review CONTRACTOR/CONSULTANT's performance and determine the final acceptance of the end product to be produced under the terms of the this Agreement.

IV. **PLACE OF PERFORMANCE**

CONTRACTOR/CONSULTANT shall render service(s) described in Article II at any and all locations as required to complete the Agreement.

V. **SUPPLIES AND EQUIPMENT**

CONTRACTOR/CONSULTANT shall not have access to and use of supplies and equipment owned by the DISTRICT, unless stated in this paragraph for the purposes of performance of the services described in Article II.

CONTRACTOR/CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. **COMPENSATION**

1. CONTRACTOR/CONSULTANT shall be compensated for a total not to exceed: \$92,000 per fiscal year and billed according to Earth Systems hourly rate and material lab fees as indicated in the Testing & Inspection Estimate Worksheet and Fee Schedule.

2. Payment shall be made upon presentation of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Program Manager. All invoices should include the Purchase Order Number and be submitted in duplicate.

3. In the event the CONTRACTOR/CONSULTANT is allowed and authorized to incur and shall be reimbursed for the following personal expenses attendant to the performance of services as described in Article II; expenses shall not exceed \$ tbd and must be in compliance with the approved DISTRICT rates listed below:

Breakfast	\$10	Lodging	\$120/night plus tax
Lunch	\$15	Mileage	\$0.545/mile
Dinner	\$25	(IRS Standard Mileage Rate as of 01/01/18)	

**Note:** If CONTRACTOR/CONSULTANT requires air travel and if such travel is approved as an additional expense, CONTRACTOR/CONSULTANT is expected to purchase coach class 30 days advance ticket.

VII. **WARRENTY**

CONTRACTOR/CONSULTANT warrants that it has the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with Generally Accepted Standards of CONTRACTOR/CONSULTANT's profession. CONTRACTOR/CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. **CHANGES**

DISTRICT or CONTRACTOR/CONSULTANT may from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR/CONSULTANT's compensation and/or changes in the schedule must be authorized in advance by the DISTRICT IN WRITING. Mutually agreed changes shall be incorporated in written amendments to this agreement.

IX. **LIABILITY OF CONSULTANT-NEGLIGENCE**

CONTRACTOR/CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with Generally Accepted Standards of CONTRACTOR/CONSULTANT's profession, and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this agreement, the DISTRICT shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONTRACTOR/CONSULTANT or its employees, agents, contractors or subcontractors.

X. **INDEMNITY AND LITIGATION COSTS**

CONTRACTOR/CONSULTANT shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONTRACTOR/CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of the DISTRICT.

XI. **CONTRACTOR/CONSULTANT TO PROVIDE INSURANCE**

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below:

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
2. Comprehensive General Liability Insurance in the amount of \$ 1,000,000,000.
3. CONTRACTOR/CONSULTANT must provide a Certificate of Insurance prior to beginning any work under this agreement. ☒ Yes ☐ N/A
4. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of this section have been met.

5. The insurance shall name the Superintendent, the County Board of Education, officer or employees as additional named insured in the policy.

**XII. ASSIGNMENTS**

This Agreement is for personal services to be performed by CONTRACTOR/CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONTRACTOR/CONSULTANT.

**XIII. TERMINATION OF AGREEMENT**

This Agreement shall terminate as set out in Article I, except:

- a. DISTRICT may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses to perform, according to this Agreement.
- b. DISTRICT may terminate services of CONTRACTOR/CONSULTANT at any time, if, in the professional judgment of the PROJECT MANAGER named herein, CONTRACTOR/CONSULTANT's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the DISTRICT's requirements as specified in Article II.
- c. **Either party may terminate upon 30 days notice.**
- d. In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER's determination of product delivered.

**XIV. DISTRICT RIGHT OF RETENTION**

DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the DISTRICT. Proprietary materials will be exempted from this clause.

**XV. EXTENTION OF TERM**

By mutual consent of the parties hereto the term of services described herein the Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

**XVI. CERTIFICATION OF CONTRACTOR STATUS**

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of the DISTRICT. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to CONTRACTOR/CONSULTANT and that no taxes will be paid by the DISTRICT on CONTRACTOR/CONSULTANT's behalf to any governmental taxing body. Further, in the event that DISTRICT is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless the DISTRICT for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of the DISTRICT \nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against the DISTRICT for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits. CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing the DISTRICT with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

**WITNESSETH**

**CONTRACTOR/CONSULTANT INFORMATION****EARTH SYSTEMS PACIFIC (Earth Systems)**

Company Name (if applicable)

\_\_\_\_\_  
CONTRACTOR/CONSULTANT NAME (print/type)\_\_\_\_\_  
CONTRACTOR/CONSULTANT SIGNATURE\_\_\_\_\_  
Social Security No. or Tax ID No.\_\_\_\_\_  
Date\_\_\_\_\_  
Street Address, City, State, Zip\_\_\_\_\_  
Phone No.\_\_\_\_\_  
Email**PROGRAM MANAGER AUTHORIZATION**Total Contract Amount: **not to exceed: \$92,000** per fiscal year and billed according to an hourly labor rate

Budget Account Number:

<u>FUND</u>	<u>RESC</u>	<u>YEAR</u>	<u>OBJC</u>	<u>GOAL</u>	<u>FUNC</u>	<u>SCH</u>	<u>DISC</u>	<u>%</u>
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I have reviewed the legal and procedural guidelines pertinent to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this contract. I believe that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

CHERYL MOLLAN\_\_\_\_\_  
Program Manager Name (print)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Approving Official's Name (print)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**FINGERPRINTING CERTIFICATION**I hereby certify that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

- ☐ CONTRACTOR/CONSULTANT will have **NO** contact with students
- ☐ CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of a DISTRICT staff member
- ☐ CONTRACTOR/CONSULTANT will have unsupervised contact with students. A contractor certification is attached.

\_\_\_\_\_  
Program Manager's Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Approving Official's Name (print)\_\_\_\_\_  
Date**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**BRAD PAWLOWSKI, CBO\_\_\_\_\_  
Chief Business Official's Name (print)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**CONTRACTOR CERTIFICATION**

\_\_\_\_\_ Certifies that pursuant to Education Code 45125.1, it has conducted criminal background checks, through the California Department of Justice, on all employees providing services to the Paso Robles Joint Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_ and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7 (c) and 667.5 (c), respectively.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

\_\_\_\_\_  
Date of Agreement\_\_\_\_\_  
EARTH SYSTEMS PACIFIC (EARTH SYSTEMS)  
Business Name\_\_\_\_\_  
Signature of CONTRACTOR/CONSULTANT\_\_\_\_\_  
Title of Person Signing Certification**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**\_\_\_\_\_  
BRAD PAWLOWSKI, CBO  
Chief Business Official's Name (print)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date