

PERRIS UNION HIGH SCHOOL DISTRICT**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 22nd day of August by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and Charles Bastyr hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to Video Studio Design, Studio Set Construction, and Installation of Studio Set and Equipment.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions set forth, and the Consultant hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement be for the period commencing August 22, 2019, and terminating June 30, 2020, unless terminated earlier pursuant to Section 15.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement: Video Studio Design Proposal No.19-315-B dated 7/30/19

3. **SCOPE OF WORK:** As directed by the District, the Consultant agrees to the following: See Video Studio Design Proposal for 4 Phases of Design, Construction, and Install. District will authorize Consultant, by letter of Notice to Proceed with Phase 4, after completion of Phases 1-3. Set Construction will be conducted off-site, away from District premises.

4. **DISTRICT DESIGNEE:** Consultant shall provide its Services and Products to Art Fritz, Director of Facilities Services ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Consultant agrees and understands that some travel may be required, at Consultant's expense, to District school sites and/or to other locations. These travel expenses (including lodging and meals) are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Consultant shall not invoice the District for any travel expenses, including travel time from home office to a District location.

The Consultant shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Consultant shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Consultant's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Consultant, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Consultant shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Consultant retains the right to provide similar or different Services or Products for others during the term of this Agreement. Consultant shall pay all wages, salaries, benefits and other amounts due its employees and sub-consultants, and shall be responsible for all reports and obligations respecting its employees and sub-consultants.

8. **ASSIGNMENT:** Consultant shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Consultant and all personnel designated by Consultant to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Consultant shall not commence providing Services and/or the Products under this Agreement until it has

provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** The DISTRICT assumes no liability or responsibility for any personal property of Consultant or of its employees, agents, representatives, guests, or invitees of Consultant, brought on to the premises during the term of this Agreement. In addition, Consultant its employees, agents, representatives, guests, or invitees accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the DISTRICT, the DISTRICT's Board, and their agents, employees and representatives from any and all liability, occurrences, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (Consultant's, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to Consultant's use of the premises, the adjoining areas, including the parking lots, except for the DISTRICT's, the DISTRICT's Board's own active negligence or acts of fraud, willful misconduct or violation of the law.

12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as agreed to by District's Designee and Consultant. Failure to do so will result in the District withholding payment of progress or final invoice of Consultant until said Services and/or the Products are received by the District's Designee.

13. **FEE:** For Services and Products provided under the Agreement, the District will pay Consultant an amount not to exceed the following: .
Phases 1-3 Not To Exceed \$27,500; Phase 4 Not To Exceed \$60,000

14. **PAYMENT TERMS:** Net 30 days from receipt of invoice

Consultant shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Consultant represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. Such termination shall not, however, affect the right of the Consultant to collect fees for services already performed as of the effective date of termination. Consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FISCAL YEAR:** Consultant understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Consultant continuously throughout the term irrespective of fiscal year, Consultant and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

17. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

18. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

19. **PERMITS & LICENSES:** Consultant shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

21. **COMPLIANCE:** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

22. **RECORDS:** In the event of an audit or modification to this Agreement pertaining to costs and expenses, Consultant will provide complete and accurate records with respect to all costs and expenses incurred under this Agreement. District will give a 30 day request for records. All such records shall be clearly identifiable. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Consultants' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Consultant shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

24. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

25. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees, if applicable.

26. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

Consultant

Consultant Signature

Address

City State Zip

Phone Fax

Perris Union High School District

District Signature

Title

Date

Board Approval Date

EXHIBIT "A"

Insurance Requirements

A. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of this Agreement 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 Consultant, its agents, representatives, employees or subcontractors. Consultant shall also 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:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. [INCLUDE IF APPLICABLE] Consultant shall procure and maintain, and require its sub-consultants to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

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

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. 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 the District. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Video Studio Design Proposal

Paloma Valley High School

Proposal No. 19-315-B
Date: 7/30/19
Proposal By: Charles Bastyr
Public Works Contractor #1000057056

INTRODUCTION

There are four phases to the design and construction of the video studio.

Phase 1: Facility Requirements

Phase 2: Technology, Equipment and System Design Integration

Phase 3: Studio Set Design

Phase 4: Studio Set Construction and Installation, and Equipment Installation.

Phases 1, 2 & 3 can be executed concurrently. Phase 4 cannot start until after the completion of phase 3.

SCOPE OF WORK

Phase 1: Facility Requirements

Work with architects, contractors and school personnel as necessary regarding facility requirements for the studio. I will provide any necessary drawings/documentation to facilitate this process.

The scope of this work will include electrical, physical, lighting requirements (this is pertaining to task lighting, not studio lights, which are addressed in Phase 2 below), and other issues and questions that need to be addressed during the design and construction of the studio space.

Lighting Grid: The preferred method for supporting the studio lights is a lighting grid suspended from the ceiling. I will provide the requirements for the lighting grid and examples of typical installation details and grid components, but it is the responsibility of a structural engineer contracted by the school to perform the structural calculations, specify the grid components and provide construction drawings/details for the contractor.

Phase 2: Technology, Equipment and System Design Integration

Investigation/Scope: Understand studio operational goals and future studio needs to the extent that they can be anticipated.

Design: Selection of video studio technologies (video, audio, lighting and communication) and systems integration utilizing field tested, proven equipment following industry best-practices.

Equipment will be selected and designed into an integrated system with a consideration of video process workflow and studio operational objectives.

Equipment Specification: I'll develop a complete detailed bill-of-materials (BOM), including detailed cost information, for all video, audio, and lighting equipment, cabling and associated components and hardware required for the studio. I will ensure that everything that is required to fulfill the studio objectives is included in the BOM, and that nothing is included that is not necessary. I will work with Keycode Media, an authorized equipment "reseller" (industry terminology for what we commonly think of as a distributor), to obtain a competitive quote for the equipment.

Documentation: To facilitate the smooth operation, maintenance, troubleshooting, and future changes/additions to the studio, I will create schematics detailing signal flows and cabling. This documentation will reference cable numbering that will be applied to cables during the installation phase of the project.

I will create documentation pertaining to equipment configuration information, outlining general operating information for the control room equipment. This is NOT a substitute for the equipment manuals, but rather a general information guide.

Phase 3: Studio Set Design

We need to agree on a budget for the construction of the set prior to initiating the design, as it needs to be designed within the limits of that budget.

Design: Consulting, design and documentation of custom set design to meet the schools specific functional, design, branding and aesthetic objectives. The set will be designed with two primary areas: 1) A network news-style set and desk that will accommodate 2-3 people on-camera, and 2) a casual talk-show style set with chairs and/or couch seating.

I will create a digital rendering of the set design, which will provide a clear three-dimensional view of what the set will look like. This model can be rotate to provide a view of the camera angles. It is also useful in evaluating various options for laminate finish materials/colors for the set.

Phase 4: Studio Set Construction and Installation, and Installation of Studio Equipment

Part 1: Construction and installation of the video studio set per the rendering created in Phase 3. Construction includes all materials and labor associated with the construction and installation of the set at Paloma Valley High School. Any on-set video display(s) will be included in the BOM created in Phase 2. The furniture (chairs, couches, etc.) are not included in this proposal.

Any changes to the design of the set during the course of construction shall be subject to cost variances, and shall be pre-approved by the parties in writing.

Part 2: Installation and interconnection of the studio equipment included on the BOM created in Phase 2. The cost of the equipment is not included in this proposal. Paloma Valley High School will purchase the equipment directly from the authorized reseller.

BUDGET

The following budgetary numbers are based upon our preliminary conversations regarding the studio.

Phase 1: Facility Requirements: \$3,500

Payment Terms: 20% at start of phase 1.
40% when architects, contractors, and school personnel have received enough information to proceed with construction details.
40% upon completion.

Phase 2: Technologies, Equipment and System Design Integration: \$9,850

Payment Terms: 20% at start of phase 2.
40% upon completion of preliminary equipment BOM and documentation.
40% upon completion.

Phase 3: Studio Set Design: \$14,150

Payment Terms: 20% at start of phase 3.
40% upon selection of design concept/direction
40% upon completion of 3D digital model.

Phase 4: Studio Set Construction & Installation, and Installation of BOM Equipment: \$60,000

Payment Terms: 20% at start of phase 4.
40% when construction of studio set is 50% complete
40% after the installation of the studio set and BOM equipment at Paloma Valley High School.