

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

THIS AGREEMENT, made and entered into this 7th day of March, 2019, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and CLM Professional Services, Inc. hereinafter referred to as "Contractor".

**WITNESSETH:**

WHEREAS, it is the desire of the Governing Board of the District to contract with Contractor to Provide NPDES (SWPPP) consulting services on the Perris Union High School District High School #4 project located in Menifee, CA.

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

1. **TERM:** The term of this Agreement shall be for a period of thirty (30) months commencing March 1, 2019, and terminating August 31, 2021, unless terminated earlier pursuant to Section 15.
2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement; CLM Professional Services, Inc. Proposal, dated March 5, 2019, attached and included herein as Exhibit B.
3. **SCOPE OF WORK:** As directed by the District, the Contractor agrees to perform the following services provided for in Exhibit B.
4. **DISTRICT DESIGNEE:** Contractor shall provide its Services and Products to Hector Gonzalez, Director of Facilities, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee. Contractor acknowledges that District's Designee is not an authorized signatory of District. All documents requiring signature by District shall be submitted to District Purchasing Services.
5. **EXPENSES:** Contractor agrees and understands that some travel may be required, at Contractor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for travel time from home office to a District location.

The Contractor 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:** Contractor 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 Contractor's own resources and billings.
7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Contractor, 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. Contractor shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Contractor retains the right to provide similar or different Services or Products for others during the term of this Agreement. Contractor shall pay all wages, salaries, benefits and other amounts due its employees and sub-Contractors, and shall be responsible for all reports and obligations respecting its employees and sub-Contractors.

9. **CONFIDENTIALITY:** Contractor and all personnel designated by Contractor 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:** Contractor 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 Exhibit "A". In addition, Contractor 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:** Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents and/or 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 the District, its directors, officials, officers, employees, agents or volunteers.

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 requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Contractor 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 Contractor an amount not to exceed \$16,250.00, as per the attached Exhibit B.

14. **CONDUCT:** Contractor 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. Contractor 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 Contractor. Said notice shall be in writing and shall be delivered to the addresses listed for the Contractor. Contractor 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:** Contractor 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 Contractor continuously throughout the term irrespective of fiscal year, Contractor 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:** Contractor 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:** Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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 or alleged failure to comply with such laws, rules or regulations.

22. **RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor 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. Contractors' 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. Contractor 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. Contractor 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.

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.

*Contractor 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 THEREOF, the parties hereto have executed this Agreement on the date written above:

**Contractor:**

\_\_\_\_\_  
Type or Print Contractor's Name

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
City                      State      Zip

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
Contractor's Email Address

**DISTRICT:**

\_\_\_\_\_  
Type or Print District Approver's Name

\_\_\_\_\_  
District Approver's Signature

\_\_\_\_\_  
District Approver's Title

\_\_\_\_\_  
Date

## **EXHIBIT "A" - Insurance Requirements**

A. **Minimum Requirements.** Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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.** Contractor 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] Contractor shall procure and maintain, and require its sub-Contractors 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 Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor.

(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. Contractor 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 Contractor 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. Contractor 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.

EXHIBIT B  
CLM Professional Services, Inc. Proposal, dated March 7, 2019

EXHIBIT B  
CLM Professional Services, Inc. Proposal, dated March 7, 2019



131 Cajon Street #11, Redlands CA 92373  
Toll Free (866) 977-0567 Office (909) 335-3456  
FAX (909) 335-9876  
Email: [admin@clmpservices.com](mailto:admin@clmpservices.com) Web: [www.clmpservices.com](http://www.clmpservices.com)

March 7, 2019

Hector Gonzalez  
Director of Facilities  
Perris Union High School District  
155 E. 4th Street  
Perris, CA 92570

**RE: SWPPP Compliance Services – Perris Union High School District High School #4**

CLM Professional Services, Inc. (Consultant) provides the following scope of work to Perris Union High School District (“Client” or “District”) for NPDES (SWPPP) consulting services on the Perris Union High School District High School #4 project located in Menifee, California.

**Storm Water Pollution Prevention Assistance Inspections – Monthly Oversight**

CLM Professional Services, Inc. will provide monthly Qualified SWPPP Practitioner (QSP) inspections and review of the on-site storm water compliance inspection and monitoring documentation completed by site QSP designee. The QSP will note the inspector’s observations and opinions regarding the client’s compliance with the California General Construction Permit which mandates weekly inspections, pre-storm, 24-hour interval during-storm and post-storm inspections. CLM Professional Services, Inc. will conduct the required Quarterly Non-Storm Water Visual Inspection once per quarter at no additional charge when performed during a regular monthly oversight visit.

This proposal is based upon providing thirty (30) months of inspections, commencing March 2019 and concluding August 2021.

**The cost of each inspection is: \$450.00 per visit**

**The total cost for 30 monthly inspections is: \$13,500.00**

**Annual Reports**

CLM Professional Services will develop an Annual Report as required by the State of California General Construction Activity Permit CAS000002 (2009-0009 DWQ).

Each Discharger is required by the CGP to submit an Annual Report no later than September 1st of each year. Consultant proposes to assist the Client to accumulate the storm water monitoring information and training information required to be included in the Annual Report over the course of the reporting period, and to compile and prepare the Annual Report for submittal by the Client. The Client is responsible to supply CLM Professional with all

documents such as, but not limited to, inspection reports, sampling data, names date, times of visual observations, training for individuals responsible NPDES compliance, corrective actions and any violation.

**The cost of this item is: \$750.00 Per report**

**The estimated number of annual reports is: three (3)**

**The total cost for the additional Annual Reports is: \$2,250.00**

**SMARTS System Filing of NOT**

CLM Professional Services, Inc. will upload the Permit Required Documents, for filing the Notice of Termination (NOT) into the SMART System. The Client is responsible to initiate the SMARTS system filing by designating CLM professional services as an Approved Data Submitter for the project site.

**The cost of this item is: \$500.00**

**Project Total Estimated Cost: \$500.00**

**Project Total Cost: \$16,250.00**

**\*\*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK\*\***



## **CLIENT'S RESPONSIBILITIES**

- The Client shall supply the following information necessary to initiate the Scope outlined above:
  1. Copies of Plans and any Special Provisions
  2. Access to the construction sites at reasonable hours
  
- The Client explicitly understands the following:
  1. CLM Professional Services, Inc. is not responsible for the owner's daily operations and does not relieve the owner of their obligation to properly implement permit requirements.
  2. CLM Professional Services, Inc. has no control over opinions and interpretations of permitting agencies.
  3. CLM Professional Services, Inc. is not responsible for delays that may occur during the course of this project as it relates to document review, approval, and processing.
  4. CLM Professional Services, Inc. is not responsible for vandalism, damage, theft or extreme weather events, which damage Best Management Practices (BMP), which are beyond our control.
  5. CLM Professional Services, Inc. is not responsible for payment of applicable fees.

### **Commencement**

Consultant is ready to commence work effective March 1, 2019. Client shall give consultant reasonable notice of the date it desires Consultant to commence work.

### **Change Orders**

Any changes from or additions to the work covered herein (including increased costs due to destruction or acts of omission or error by other consultants) must be made the subject of a written agreement or memorandum. In which such alteration is authorized by Client and accepted for performance by Consultant.

### **Completion of Job**

On or before completion of work set forth herein, Consultant will notify Client that the work is finished and ready for inspection, at which time, or soon as reasonably possible thereafter, Client will inspect the work to ascertain it is in accordance with this agreement. If Client contends the work is not acceptable under the agreement and Client can satisfactorily prove contention, Consultant will hasten to remedy any defective work as soon as reasonably possible thereafter. Upon finding that the work provided for hereunder is satisfactory, Client will forthwith fill out and submit to any proper source a certificate of completion in order that Consultant may be paid, and, where work is finished, remove men and materials from the premises. Should Client fail to inspect within five (5) business days after such notice, it must nevertheless, and after such time elapses, immediately fill out and submit a certificate of completion.

### **Work Procedures**

#### ○ Safety

Consultant will take all required, necessary, and customary precautions in introducing and maintaining safety measures against all hazards likely to be connected with the type of work involved hereunder. Protective arrangements will be taken in all instances to prevent work operations from damaging the premises or other work or operations in any way.

○ Storage

Consultant will keep all materials, equipment, or goods which may be involved in his services appropriately stored, for which Client will provide sufficient space on the premises with reasonable access to Consultant's areas of occupation.

○ Cleanup

Consultant will perform all work in a workman like manner consistent with correct performance in his specialty. All equipment and materials will be removed forthwith on completion of work and payment, with the premises being left free from all such refused as is consistent with correct completion of Consultant's operation.

○ Permission to Operate on Neighboring Properties

Client will assist Consultant in obtaining permission, whenever and wherever necessary during the course of the work, from appropriate authorities or agencies with respect to performing any operations on adjoining properties in connection with the work set forth herein.

○ Property Lines

Property line locations are the full responsibility of the Client. Client will accept full responsibility for determining where property lines are located. Consultant shall not be responsible for incorrect information regarding property lines and easement setbacks.

○ Assignment

Consultant has been selected to perform the work herein on the basis of his personal service and is able to delegate his duties and responsibilities hereunder under normal circumstances. However, should Consultant, for whatever reason become incapable of continuing performance, under this agreement he may assign his portion of the agreement to another consultant of at least equivalent reputation for performance, but only with the written consent of Client. Although without otherwise necessarily waiving any cause of action against Consultant arising out of such circumstances or prior thereto. Consultant may assign any rights to payment to be received at any time and to any source.

**Insurance**

○ By Consultant

Consultant will provide, entirely at its own expense, continuously during the course of the work herein appropriate workman's compensation coverage and liability insurance to protect against any results of his own negligence.

**Notice**

○ All notices and other communications to either party shall be in writing and sent by certified mail, return receipt requested, addressed as hereinafter set forth until either party shall give notice of change of address by certified mail, return receipt requested, in which change of address so communicated shall thereafter be treated as the address of the party who gave such notice. Notice shall be deemed delivered as of the date of mailing.

Consultant: CLM Professional Services, Inc.  
131 Cajon Street, Suite 11  
Redlands, California 92373

Client: Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570

- Increment. All covenants, conditions, limitations and provisions herein apply and are binding upon both parties hereto and their heirs, devisees, successors and assigns.
- Non-Union Consultant. Consultant is Non-Union and employs without discrimination as to Union affiliation. Client acknowledges Consultant's Non-Union status.

Client Signature: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at \_\_\_\_\_