

ATTACHMENT A

FORM OF AGREEMENT FOR SERVICES

TURLOCK UNIFIED SCHOOL DISTRICT ENVIRONMENTAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective _____, 2026 (the “Effective Date”), by and between the Turlock Unified School District (“District”) and _____ (“Consultant” and together with District, the “Parties”).

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the “Basic Services”): *[preparing California Environmental Quality Act documentation, preparing Department of Toxic Substances Control documentation, conducting environmental testing and review and/or overseeing subconsultants conducting environmental testing and review for new school site acquisition or school site improvements/expansion]* for the Morgan Ranch School Site Acquisition and Construction project (“Project,” as further described in *Exhibit A* to this Agreement). *[If no Exhibit A will be attached, delete the parenthetical about it, and under the heading for Exhibit A (after the signature block of the agreement) type “NOT USED”.]* Consultant shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Consultant agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type of consultant specially qualified to provide the services required by the District.

2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents or volunteers (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Consultant shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant

is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant's insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the fingerprinting, and/or criminal background check sections of this Agreement. Such termination shall be effective immediately upon Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Consultant based on the rates and unit prices listed in **Exhibit B** for Services satisfactorily performed. Consultant shall not increase these rates and unit prices over the course of this Agreement. Total fees paid by District to Consultant for Services under the Agreement shall not exceed _____ Dollars (\$ _____), which consists of a not-to-exceed amount of _____ Dollars (\$ _____) for performance of the Basic Services, and a not-to-exceed amount of _____ Dollars (\$ _____) for performance of any Additional Services. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Consultant shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Consultant based on time worked, services provided, rates, and unit prices, including any additional supporting documentation that District reasonably requests. Consultant shall not submit its invoices to District more frequently than monthly. Consultant will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** In addition to the above fees, the District shall reimburse Consultant for Reimbursable Expenses (defined below). Consultant's total reimbursement for Reimbursable Expenses shall not exceed _____ dollars (\$ _____), which is Consultant's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Consultant in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Consultant's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Consultant's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Consultant's wrongful acts or omissions.

6. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, the Consultant Parties or their respective agents, subconsultants, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the

Consultant Parties' use of the site, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations set forth in Section 6 above, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance:

Comprehensive General Liability

Each Occurrence:
\$ [REDACTED] Each Occurrence

Damage to Rented Premises:
\$ [REDACTED] Each Occurrence

Medical Expenses:
\$ [REDACTED] Any One Person

Personal and Advertising Injury:
\$ [REDACTED] Each Occurrence

General Aggregate:
\$ [REDACTED] Aggregate

Products – Completed Operations:
\$ [REDACTED] Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
\$ [REDACTED] Each Accident

Property Damage:
\$ [REDACTED] Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

Employers' Liability

\$ _____ Each Accident
\$ _____ Disease – Each Employee
\$ _____ Disease – Policy Limit

Errors and Omissions Insurance

Professional liability insurance covering errors and omissions with limits not less than
\$ _____.

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement

Consultant learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Confidential Information.** All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District or required by law. Consultant shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

13. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

17. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Consultant at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

18. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute

material breach.

19. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

20. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

21. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

22. **Time.** Time is of the essence for performance of the Services under this Agreement.

23. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

24. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subconsultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

25. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Consultant under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Consultant will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Consultant's files for a period of no less than fifteen (15) years. Consultant shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

26. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Consultant shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or subconsultants that they provided to Consultant as part of the Services. The compensation for the Services includes

compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

34. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Consultant must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of

the Contract.]

35. **Conflict of Interest.** Consultant warrants that neither Consultant nor any of its employees, agents, subcontractors, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

36. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Consultant written notice to proceed with the Services. Such notice may authorize Consultant to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete it within the agreed time period.

37. **California Residency.** Consultant _____ *[insert “is” or “is not”]* a resident of the State of California. *[If “is” was inserted in the previous sentence, then delete the following sentence.]* If Consultant qualifies for a tax withholding, Consultant shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

DISTRICT:

CONSULTANT:

TURLOCK UNIFIED SCHOOL DISTRICT _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for District Notices:

Address for Consultant Notices:

