

**PROFESSIONAL ELECTRICAL ENGINEERING SERVICES
CONSULTING AGREEMENT**

This agreement is executed on _____, 20____ by and between Paradise Recreation and Park District, a California recreation and park district (the “District”), and _____, a California _____ (the “Consultant”), and is based upon the following facts:

A. District desires to engage Consultant as an independent contractor to perform consulting services on the terms and conditions set forth below.

B. Consultant desires to accept such engagement as an independent contractor for District on the terms and conditions set forth below.

In consideration of the foregoing facts, the recital of which is incorporated below by this reference as though fully set forth, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. **Scope of Services.** District hereby engages Consultant to provide **Professional Electrical Engineering Services** as described in Consultant’s scope of work dated _____ (the “Services”), a copy of which is attached hereto as Exhibit “A.”

2. **Standard of Care.** Consultant’s services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of Consultant’s profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of Consultant are based on information supplied by District and others, such findings and recommendations are correct to the best of Consultant’s knowledge and belief. No person or entity other than District and Consultant shall be construed as a beneficiary to this Agreement.

3. **Status as Independent Contractor.** District and Consultant agree that Consultant, in performing the above services, is an independent contractor of District and is not an employee of the District and nothing herein at any time shall be construed to create the relationship of employer-employee

or of joint venturers between District and Consultant. Under no circumstances shall Consultant look to District as an employer or as a partner. Consultant shall not be entitled to any benefits accorded to District's employees, including, without limitation, Workers' Compensation, disability insurance, vacation or sick pay. Consultant shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with Consultant's timely performance of the services to be performed by it under this Agreement.

4. **Term.** The term of this agreement shall commence upon execution hereof and conclude within _____ and/or sooner or when the scope of work is completed. Notwithstanding the foregoing, this Agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a 30 day notice period. If this Agreement is terminated by District in the absence of default by Consultant, Consultant shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from District, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by Consultant including but not limited to cancellation fees or charges. Consultant will use reasonable efforts to minimize such additional charges.

5. **Payment.** District agrees to pay Consultant the total not to exceed sum of _____, payable in installments upon completion of each task and delivery of the Deliverables therefor as identified in Exhibit "A."

6. **Insurance Coverage.** Consultant is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage and provide the District with proof of this coverage. During the performance of this Agreement Consultant will maintain professional liability insurance with a limit of \$1 million on claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1

million on an occurrence basis and provide the District with a certification of insurance naming the District as additional insured and an additional insured endorsement.

7. **Services by Client.** District will provide access to the site of work. If necessary, District shall designate to Consultant the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called “buried utilities”) within the boundaries of the jobsite. Consultant will conduct at District’s expense such additional research as in Consultant’s professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but District shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold Consultant harmless from any claims or loss arising from the failure to accurately locate buried utilities.

8. **Compliance with Laws.** District and Consultant shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this Agreement, insofar as such laws are applicable to a party’s performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of District. It is Consultant’s belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California Prevailing Wage Law, then Consultant shall bear such additional costs associated with Consultant complying with those laws.

9. **No Authority to Act as Agent.** Consultant acknowledges and agrees that it has no implied, inherent or apparent authority to act as an agent for District or bind District in any manner other than in performing the above services or to in any way obligate or bind the District. Consultant further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.

10. **Indemnification.** Consultant hereby agrees to indemnify and hold District free and harmless of and from any and all claims, demands, causes of action, actions, liability, damages, costs and

expenses, including attorney's fees incurred by District in enforcing this provision or in defending itself, arising out of or in any way connected with its performance of the above services, whether resulting from its willful acts or negligence.

11. General Provisions.

a. This agreement shall constitute the entire agreement between the parties as to the subject matter hereof.

b. This agreement shall not be assigned by either party without advance written permission from the other party.

c. This agreement shall not be revised without the written consent of either party.

d. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. This agreement shall be interpreted and construed in accordance with the laws of the State of California.

f. Either party's failure to enforce any provision or provisions of this agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this agreement.

g. Should litigation or arbitration be brought to enforce the terms of this agreement, the prevailing party will be entitled to costs and reasonable attorney's fees.

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Executed on the date first above written at Paradise, California.

DISTRICT:

Paradise Recreation and Park District, a
California recreation and park district

By: _____
Mike Trinca, District Manager

CONSULTANT:

_____,
a California _____

By: _____
Name // Title

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Exhibit "A"