

**AGREEMENT FOR CONSTRUCTION-RELATED  
CONSULTANT SERVICES**

By and Between

**THE SAUGUS UNION SCHOOL DISTRICT**

And

**PSOMAS**

**For the Cedar creek School Survey of Site and Locating Underground Utilities**

**Dated: January 17, 2018**

## AGREEMENT FOR CONSTRUCTION-RELATED CONSULTANT SERVICES

This Agreement for Construction-Related Consultant Services (“Agreement”) is made effective as of **January 17, 2018** (“Effective Date”) by and between the **Saugus Union School District** (“District”), a public school district organized and existing pursuant to California law, and **PSOMAS** (“Consultant”), a California corporation. The District and the Consultant may be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. The District desires to obtain the services of a consultant that can assist the District with respect to land surveying and utility locating associated with Cedar Creek School site survey and locating underground utilities (“Project”). The site where the Project will be located (“Project Site”) is 27792 Camp Plenty Road, Canyon Country, CA 91351.

B. For purposes of selecting an appropriate consultant, the District sought proposals from qualified consultant firms. As a result of that competitive process, the District determined that it will be in the District’s best interests to contract with Consultant for the land surveying and utility locating needed for the Project (“Consultant Services”).

C. The Parties have entered into this Agreement for the purposes of setting forth the terms and conditions for the Consultant to perform the Consultant Services for the District.

**Now therefore**, and in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

### AGREEMENT

#### **PART 1: CONSULTANT SERVICES**

**Section 1.1 Scope of Services.** The scope of the Consultant Services to be performed by the Consultant pursuant to this Agreement (“Scope of Services”) include any and all labor, work, and other things necessary to complete the services described in Exhibit “A” attached to this Agreement.

**Section 1.2 Time for Completion.** Time is of the essence with respect to this Agreement and the performance by the Consultant of each of its obligations pursuant to this Agreement. The Consultant must complete all Consultant Services required pursuant to this Agreement within such time(s) as will permit commencement and completion of the Project by the dates specified by the District, including, without limitation, any applicable milestone dates established by the District as the Project proceeds. Notwithstanding the foregoing, the Consultant must commence performance of the Consultant Services within two business days after the Effective Date and must fully and satisfactorily complete all of the Consultant Services not later than March 15, 2018. The District shall reasonably extend time for completion of the Consultant Services if necessary due to any delay in completion of the Project or in the performance of the Consultant Services that is not caused by or the fault of the Consultant.

**Section 1.3 Change in Scope of Services.** The District may at any time request any reasonable increase, decrease, or other change in the Scope of Services to be performed by the Consultant pursuant to this Agreement. In response to any such request, the Consultant must provide to the District a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the

change on the time required for performance of the Consultant's obligations pursuant to this Agreement; and (iii) the impact of the change on the cost to the District for the performance of the Consultant's obligations pursuant to this Agreement. Each proposal shall set forth any proposed adjustment to the compensation payable to the Consultant using such basis (fixed fee, time and materials, *et cetera*) as requested by the District. Upon receipt of a proposal, the District may approve, disapprove, or attempt to negotiate modifications to, the proposal; provided that no proposal shall be deemed effective, and no compensation payable to the Consultant pursuant thereto, unless and until the proposal is approved by the Governing Board of the District ("District Board"). However, regardless of whether the District has obtained District Board approval of any proposal, if the District has requested that specific Consultant Services be deleted from the Scope of Services, in no circumstances shall the Consultant perform such Consultant Services unless further directed to do so in writing from the District. If the Parties are unable to agree on and document the terms and conditions for any change in the Scope of Services required by the District, the time for performance of the modified Scope of Services and the compensation to the Consultant for performance of such modified Scope of Services shall be equitably adjusted as determined through any dispute resolution method authorized pursuant to this Agreement.

**Section 1.4 Consultant Compensation.** The District shall pay to the Consultant, in exchange for satisfactory performance by the Consultant of the Consultant Services required pursuant to this Agreement, such compensation as is specified in Exhibit "B" attached to this Agreement ("Consultant Fee"). The Consultant Fee shall be payable to the Consultant as specified in Exhibit B. The Consultant Fee shall be deemed and construed for all purposes to be all-inclusive compensation for any and all Consultant Services, and the Consultant shall in no event be entitled to any reimbursement whatsoever of any expenses incurred by the Consultant in connection with the performance of the Consultant Services other than as provided in Section 1.5 herein.

**Section 1.5 Reimbursement of Expenses.** The Consultant shall not be entitled to reimbursement of any expenses that it incurs in connection with performance of the Consultant Services other than as provided in this Section. Any reimbursement pursuant to this Section shall be in addition to the compensation specified in Section 1.4 of this Agreement, and shall be for the reasonable, actual costs incurred by the Consultant, without any markup. A condition precedent to reimbursement of expenses is that the Consultant must obtain the District's written approval of each such expense prior to the expense being incurred by the Consultant, and the District shall not unreasonably deny, delay or condition any such approval. Without limiting the foregoing, in no event shall the District be required to reimburse the Consultant for any of the following: (i) home-office overhead or personnel costs; (ii) supplies, materials, equipment, tools, and other items required for performance of the Consultant Services; (iii) postage or cost of private delivery services less than \$25 for any one delivery; (iv) salary, benefits, travel, lodging and/or meal expenses of any person; (v) expenses of overtime work requiring higher than regular rates; or (vi) costs of any additional insurance coverages or limits in excess of those normally carried by the Consultant or any of its contractors or consultants that provide professional services in connection with this Agreement (each a "Subconsultant").

**Section 1.6 Consultant Invoices.** On or about the fifth day of each month following a month in which the Consultant performed Consultant Services for the District, the Consultant shall provide an invoice to the District seeking payment for the portion of the Consultant Fee payable for the preceding one-month period and, subject to Section 1.5 herein, for reimbursement of expenses incurred during the preceding one-month period. Any and all invoiced amounts are subject to verification by the District. The Consultant must in each invoice specifically describe the basis or bases for the amounts requested and shall submit with the invoice such documentation as reasonably, specifically, and adequately evidences and supports the amounts specified in the invoice. If an invoice requests payment

for Consultant Services provided on an hourly-rate basis, the documentation to be submitted by the Consultant in support of the invoice must also include an itemization of the amount of time spent by each person performing the Consultant Services and the work accomplished by such person during such time. The District shall pay the undisputed portion of each such invoice within thirty days after receipt of the invoice. However, within ten days after receipt of any invoice from the Consultant, the District may request in writing that the Consultant provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Consultant shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Consultant does not provide such information within such five-day period, the date by which the District must pay such amounts to the Consultant shall be extended for each day or portion of day in excess of the applicable five-day period, until such time as the Consultant provides the requested additional information to the District.

## **PART 2: ADMINISTRATION OF AGREEMENT AND CONSULTANT SERVICES**

**Section 2.1 Consent Required to Use Subconsultants.** The Consultant may use a Subconsultant to perform a portion of the Consultant Services only upon written consent of the District provided in advance of the Consultant contracting with such Subconsultant. The District, in its sole discretion, may deny, delay and/or condition its approval of the use of any one or more proposed Subconsultants.

**Section 2.2 Authorized Representatives.** The Consultant must designate in writing to the District not more than one person from its staff ("Consultant Representative") and one person from the staff of each of its Subconsultants (each a "Subconsultant Representative"), each of whom shall be: (i) the District's sole contact persons for the entity he or she represents for purposes of administering this Agreement; and (ii) responsible for and conduct any and all communications and other interactions between the entity he or she represents and the District. The Consultant Representative must have (through delegation or otherwise) all authority required to make any and all decisions on behalf of Consultant relating to the administration of this Agreement and the performance of the Consultant Services. Likewise, each Subconsultant Representative must have (through delegation or otherwise) all authority required to make any and all decisions on behalf of the Subconsultant relating to the portion of the Consultant Services that the Subconsultant is to perform. The Consultant Representative and each Subconsultant Representative must provide to the District their respective names, titles, telephone numbers, and other contact information. At all times prior to full completion of the Consultant Services, the Consultant Representative and Subconsultant Representatives must be reasonably available to District representatives, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as they and the District may agree.

**Section 2.3 Student Safety.** If, at any time prior to completion of the Consultant Services, the District determines that there may be more than limited contact between any Consultant or Subconsultant personnel and any minor-aged District student, the District in its sole discretion may require that the Consultant comply with District requirements intended to ensure student safety, including, without limitation: (i) requiring that such personnel be accompanied, at all times while on District property, by District personnel; or (ii) requiring compliance with the background-check requirements of Education Code Section 45125.1, regardless of whether such requirements otherwise would apply to the Consultant Services. In the event such background-check requirements are made applicable, the Consultant, at its sole cost and expense, and without additional compensation from the District, must: (i) comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the Consultant's and any Subconsultant's officers, employees, agents, or other representatives who will or might be present on or at the Project Site; and (ii) complete, execute

and, prior to performing any further Consultant Services at the Project Site, deliver to the District the "Certification Regarding Employee Background Checks" form attached as Exhibit "C" to this Agreement.

**Section 2.4 Independent Contractor.** The Consultant is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Consultant or any of its Subconsultants, or any officer, employee or agent of either, be deemed or construed to be an officer, employee or agent of the District on account of this Agreement. The Consultant must at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Consultant shall have the right to determine the methods, means and mechanisms by which it shall perform the Consultant Services. The Consultant shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Consultant or any of its Subconsultants, or any officer, employee or agent of either, is an officer, employee or agent of the District. The Consultant shall be responsible for ensuring compliance with all laws related to its employees and the employees of any Subconsultant, including, without limitation, laws relating to workers' compensation and, if applicable, payment of prevailing wages. The compensation payable to Consultant hereunder shall not be increased as a result of any costs incurred by Consultant that are attributable to such compliance.

**Section 2.5 Prohibited Interests.** The Consultant hereby acknowledges that, as a consultant to the District and subject to the rights of the Consultant pursuant to this Agreement, the Consultant has a duty of fidelity to the District and a fiduciary responsibility to put the interests of the District above the interests of the Consultant. The Consultant hereby represents and warrants that: (i) the making of this Agreement shall not result in the Consultant or any person under the Consultant's control having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq.*); (ii) it has not employed or retained any company or person (excepting any bona fide employee working solely for Consultant) to solicit or otherwise cause the District to enter into this Agreement; and (iii) it has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Consultant), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement.

**Section 2.6 Consultant and Subconsultant Capability.** The Consultant represents and warrants that: (i) it has any and all licenses, certifications, and approvals as are required by law to permit the Consultant to enter into this Agreement and perform the Consultant Services; (ii) any and all Subconsultants performing any of the Consultant Services shall be qualified to perform the tasks, duties and responsibilities assigned to them by the Consultant, and shall be licensed to practice in their respective professions to the extent required by law; (iii) any and all persons who will provide or perform the Consultant Services, including, without limitation, all employees of any Subconsultants, shall have the qualifications, technical skills and experience required to perform the Consultant Services in an efficient, timely, and satisfactory manner; and (iv) the Consultant has sufficient financial, personnel, and other resources to adequately and timely perform the Consultant Services as required pursuant to this Agreement.

**Section 2.7 Required Standard of Care.** The Consultant must perform or cause to be performed all Consultant Services using such levels of care as: (i) is consistent with the reasonable level of care employed by other consultants providing similar services to school districts within the State of California ("State") in similar circumstances; and (ii) takes into consideration the District's goals and any facilities, financial, or other constraints or parameters described to the Consultant either before or after the Effective Date. Upon request of the District, the Consultant must remove from the Project Site, if

applicable, and prevent from performing any of the Consultant Services, any person whom the District has determined is not performing the Consultant Services in accordance with the required standard or otherwise in a reasonable manner, or is a threat to the safety of any person(s) or Property, and the Consultant shall not thereafter use such person for or in connection with performance of any of the Consultant Services.

**Section 2.8 Compliance with Laws and District Requirements.** The Consultant must perform the Consultant Services in compliance with all applicable federal, State and local laws, regulations, ordinances, and other governmental requirements. The Consultant shall be responsible for ensuring that each of the Consultant's and Subconsultant's employees and other representatives who enter in and upon the Project Site or other District Property fully comply with: (i) all District rules, policies, or other requirements applicable to presence on District property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco; and (ii) reasonable directives from District representatives.

**Section 2.9 Labor Law Requirements.** The Consultant shall be solely responsible for determining whether performance of its obligations pursuant to this Agreement will constitute "public work" that is subject to payment of prevailing wages and other requirements of Section 1720 and other provisions of the California Labor Code ("Labor Code"). In such event, the Consultant must comply with Part 7, Chapter 1, of the Labor Code, Title 8 of the California Code of Regulations, Section 16000 *et seq.*, and other provisions of law applicable to performance of its obligations, including, without limitation, as provided in Exhibit "D" attached to this Agreement. If the requirements for registration with the DIR described in Sections 5 and 6 of Exhibit D hereto are applicable to the Project, the Consultant and/or its Subconsultants be duly registered with the DIR as provided in such Section 6 prior to commencing the Consultant Services.

**Section 2.10 Reliance on District Information.** The Consultant shall be entitled to rely on the accuracy and completeness of any and all information provided to the Consultant by the District, subject to any qualifications or limitations on such information as the District may describe, and provided that the Consultant may so rely only if it would be reasonable to do so.

**Section 2.11 Consultant Records.** The Consultant must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and to the Consultant Services as necessary, appropriate or required by law ("Consultant Records"). Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment to the Consultant, to review, audit and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000. The District and other governmental entities with competent jurisdiction also shall have an independent right pursuant to this Agreement, for a period of four years following final payment to the Consultant, to review, audit and/or copy the Consultant Records. The Consultant must make the Consultant Records available for inspection by the District, the State, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Consultant pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Consultant must maintain the Consultant Records until such time as the audit has been completed.

**Section 2.12 Ownership and Use of Documents.** Any and all working documents, original or reproducible transparencies, presentations, computations and other documents, in whatever format or storage medium, obtained or prepared by the Consultant or any Subconsultant pursuant to this Agreement (collectively, "Service Documents") are and shall remain the property of the District. Except

for purposes of this Agreement, and except for copies to be retained as part of the Consultant Records, the Consultant shall not permit reproductions to be made of any of the Service Documents without the written approval of the District. The District may use the Service Documents as the District deems appropriate, with no compensation due to Consultant except as provided in this Agreement. The District shall have the unconditional right to use the Service Documents, for their intended purposes and, at District's sole discretion, for any other purpose, with no additional compensation due to Consultant. Except as expressly agreed in writing, the District shall not be required to employ the Consultant in connection with any future use of the Service Documents. Notwithstanding anything to the contrary, the Consultant acknowledges and agrees that the District will rely on the accuracy and completeness of the Service Documents when used for their intended purposes. The District shall remove information identifying the Consultant from the Service Documents when using them for purposes not related to the Project and shall indemnify and hold the Consultant harmless with respect to any liabilities caused by District use of the Service Documents for such non-Project-related purposes.

### **PART 3: CONSULTANT INSURANCE**

**Section 3.1 Required Insurance.** Prior to commencing any of the Consultant Services, the Consultant must procure at its sole cost and expense, and, during all periods as required by this Agreement, must maintain in effect, the insurance policies required pursuant to this Section. Such insurance policies include the following:

- (i) **General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by Consultant pursuant to this Agreement ("General Liability Policy"). The General Liability Policy must include, without limitation, coverage for the contractual liability assumed by the Consultant pursuant to this Agreement.
- (ii) **Vehicle Liability Insurance.** A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy must include coverage for owned, hired, and non-owned automobiles.
- (iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount of not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.
- (iv) **Professional Liability Insurance.** Professional liability insurance with coverage in an amount of not less than \$2,000,000 ("Professional Liability Policy"), which the District acknowledges shall be written on a "claims made" basis.

**Section 3.2 Duration of Insurance.** Except as provided in this Agreement with respect to insurance written on a "claims made" basis, the Consultant must maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following final payment to the Consultant pursuant to this Agreement.

**Section 3.3 Claims Made Insurance.** With respect to any insurance policies that the Consultant is to have in effect pursuant to this Agreement and that are permitted pursuant to this

Agreement to be, and have been, written on a “claims made” basis: (i) the effective date of the coverage must be shown and must be prior to the Effective Date; (ii) the coverage must be maintained, and evidence of coverage must be provided, for at least four years following final completion and acceptance of the Project; (iii) if coverage is cancelled or renewed, and not replaced with another claims-made policy form with a retroactive coverage date that is prior to or the same as the date the original policy took effect, the Consultant must purchase extended-period coverage (tail) that provides coverage until a minimum of four years following final completion and acceptance of the Project; and (iv) a copy of any and all claims reporting requirements, for original and replacement policies, must be submitted to the District for review.

**Section 3.4 Insurer Rating Standards.** Except as the District may otherwise agree in writing, the Consultant’s insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than “A-” (A minus) and a financial size category of “VIII.”

**Section 3.5 Additional Insureds.** Each policy of insurance that the Consultant is required to have in effect pursuant to this Agreement, except for the workers’ compensation insurance and the Professional Liability Policy, shall name (or be endorsed to name) the District, the District Board and each individual member thereof, and the District’s other officers, employees and agents, as additional insureds, to the extent of the Consultant’s acts and omissions (whether constituting negligence or not) in connection with this Agreement. The additional insured endorsements must be ISO form CG 2010 11/85 or an equivalent approved in advance by the District. For purposes of this Section, and without otherwise limiting the District’s discretion to determine an equivalent to ISO form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable equivalent to ISO form CG 2010 11/85.

**Section 3.6 Waiver of Subrogation.** With respect to the District and other parties to be named additional insureds pursuant to Section 3.5 herein, the Consultant hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy must be endorsed with a cross-liability endorsement and a waiver of the insurer’s rights of subrogation against the District and such other parties. The policy of workers’ compensation insurance must be endorsed with a waiver of the insurer’s rights of subrogation against the District and such other parties.

**Section 3.7 Consultant Insurance is Primary.** To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Consultant shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District’s other officers, employees or agents. The General Liability Policy and the Vehicle Liability Policy must be endorsed to provide that they are so primary and non-contributory.

**Section 3.8 Deductibles and Self-Insured Retentions.** Prior to commencing the Consultant Services, the Consultant must disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Consultant must have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to discretionary approval by the District. Upon request of the District, the Consultant either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. The applicable policies of insurance must be endorsed to permit the District to pay any such deductible or

self-insured retention in the event the Consultant is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to, or does not, pay such amounts.

**Section 3.9 Evidence of Coverage.** Concurrent with execution and delivery of this Agreement, the Consultant must provide to the District such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Consultant pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Consultant commencing any of the Consultant Services pursuant to this Agreement. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. The Certificates of Insurance must expressly require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case, the insurer must provide notice to the District not less than ten days prior to cancellation. The Consultant shall have an independent obligation to provide such notice to the District not less than thirty days prior to cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the Consultant must provide notice to the District not less than ten days prior to cancellation. Language to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable. The Consultant must provide updated Certificates of Insurance to the District for each renewal of an insurance policy that the Consultant is required to maintain pursuant to this Agreement.

**Section 3.10 Review of Coverage.** The District may at any time request that the Consultant provide a full and complete copy of any or all policies of insurance to be maintained by the Consultant pursuant to this Agreement, and the Consultant must provide a copy of each requested policy to the District within fourteen days of the District's request. The District shall review the insurance policies and associated Certificates of Insurance and endorsements to determine whether the Consultant's insurance complies with the requirements of this Part 3. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with this Part 3, shall be deemed or construed to relieve the Consultant from any of its obligations in regard to such requirements. Notwithstanding anything else in this Agreement, any failure by the Consultant to comply with such requirements of this Part 3 shall be deemed a material breach by the Consultant of its obligations pursuant to this Agreement and not as a waiver of any such requirement.

**Section 3.11 Subconsultant Insurance.** The Consultant shall require that each of its Subconsultants independently comply with all requirements of this Part 3 relating to insurance covering their activities for the benefit of the District, excepting valuable document insurance if required by this Part 3, unless the District specifically approves in writing some different standards or requirements that shall be applicable to any particular Subconsultant. The Consultant shall require in its agreements with its Subconsultants that each Subconsultant be subject to, and that it comply with, the requirements set forth in this Part 3, except to the extent the District has approved any different standards or requirements applicable to any particular Subconsultant.

#### **PART 4: INDEMNIFICATION BY CONSULTANT**

**Section 4.1 General Requirement.** The Consultant shall indemnify and hold harmless the District, the District Board and each individual member thereof, and the District's other officers, employees and agents (collectively, but not including the District, the "District Agents"), and each of them, against and from any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) and other liabilities to the extent arising from any negligence, recklessness and/or willful misconduct of the Consultant or any Subconsultant, or the officers, employees or agents of either (collectively, but not including the Consultant, the "Consultant Agents") in connection with the performance of this Agreement. The scope of the Consultant's obligations pursuant to this Section shall include, without limitation: (i) any disputes of any nature between Consultant and any of its Subconsultants; and (ii) the injury or death of any person or the damage to any property in connection with performance of this Agreement by the Consultant or any of the Consultant Agents. For purposes of this Section 4.1, the District's architect for purposes of the Project, if any, shall not be deemed or construed to be a District Agent.

**Section 4.2 Defense of District.** The Consultant shall defend the District with respect to any claim, demand, or action that by allegation or implication is within the scope of the Consultant's indemnification obligation pursuant to Section 4.1 of this Agreement. Any defense of the District or any of the District Agents conducted pursuant to this Agreement must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Consultant, at no cost to the District or any of the District Agents.

**Section 4.3 Limitation on Consultant Obligations.** The Consultant shall not be obligated pursuant to Sections 4.1 and 4.2 of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the sole negligence, active negligence, or willful misconduct of the District or any of the District Agents. In each such event, the Parties shall be responsible and liable on a comparative basis.

**Section 4.4 Applicability of Civil Code Section 2782.8.** To the extent and only to the extent the Scope of Services including services that are "design professional" services as contemplated by Civil Code Section 2782.8, Sections 4.1 through 4.3, inclusive, shall be interpreted consistent with Section 2782.8 as it exists as of the Effective Date.

**Section 4.5 District Settlement of Disputes.** Without jeopardizing or compromising any of its rights pursuant to this Agreement or as may be available in accordance with law, the District may settle any claim, demand, action, or other legal proceeding on terms reasonably determined by the District Board to be in the best interests of the District. Prior to settling, the District shall attempt to obtain the Consultant's consent to each such settlement, and the Consultant shall not unreasonably deny, delay, or condition its approval. If the Parties are unable to agree on the particular terms for settlement of any dispute, with the result that the Consultant does not consent to the settlement, the District may nonetheless settle the dispute if the District Board has determined that the settlement will be in the District's best interests.

**Section 4.6 Payment of Costs.** The Consultant shall reimburse to the District or, upon request of the District, the Consultant shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Consultant pursuant to the indemnity provisions of this Agreement. The Consultant must pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from

the District requesting payment. Any late payments by the Consultant shall accrue interest at the maximum legal rate.

**Section 4.7 Insurance Not a Limitation.** The obligations of the Consultant pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance coverage maintained by any person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

**Section 4.8 Survival of Obligations.** With respect to any and all acts, omissions or incidents occurring prior to termination of this Agreement, the Consultant's obligations pursuant to this Part 4 shall survive termination of this Agreement, regardless of whether the Consultant has then completed all of the Consultant Services.

**Section 4.9 Subconsultant Indemnity.** The Consultant shall require that each of its Subconsultants independently comply with all requirements of this Part 4 related to indemnifying, holding harmless and defending the District, unless the District specifically approves in writing some different standards or requirements that shall be applicable to any particular Consultant. The Consultant shall require in its agreements with its Subconsultants that each Subconsultant be subject to, and that it comply with, the requirements set forth in this Part 4, except to the extent the District has approved any different standards or requirements applicable to any particular Subconsultant.

## **PART 5: DISPUTE RESOLUTION**

**Section 5.1 Notice and Opportunity to Cure.** If either one of the Parties ("Alleging Party") alleges that the other Party ("Defaulting Party") has breached any of its obligations pursuant to this Agreement, the Alleging Party may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged default ("Notice of Default"). If the Defaulting Party has not cured the alleged default within twenty days after receipt of the Notice of Default, then the Alleging Party in its discretion may initiate the dispute resolution process described in Section 5.2 herein. The giving of a Notice of Default and allowing the period for cure of the alleged default in accordance with this Section 5.1 shall be a condition precedent to the Alleging Party exercising any available remedy in response to the alleged default. Nothing in this Agreement shall be deemed or construed to prohibit the Defaulting Party from disputing that a default has occurred. Neither the giving of any Notice of Default, nor the initiation by the Alleging Party of any dispute resolution in connection with the alleged default, shall by itself operate to terminate this Agreement.

**Section 5.2 Informal Attempts at Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement ("Dispute"), the Parties shall attempt as provided in this Section to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes as to the meaning of any provision of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. If the Dispute does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of seven calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. If, after diligently making the attempts required pursuant to this Section for

at least twenty calendar days, the Parties cannot resolve a Dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party.

**Section 5.3 Exercise of Available Remedies.** If attempts to resolve a Dispute pursuant to Section 5.2 herein are terminated without the Dispute having been resolved to the satisfaction of either Party, the Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. In addition, however, if a Party fails to respond to, or participate in good faith in, any requests or requirements for resolution of the Dispute pursuant to Section 5.2 herein, the other Party, in its discretion and without needing to further comply with Section 5.2 herein, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. However, in any case in which a Notice of Default has been provided pursuant to Section 5.1 herein, no such legal or equitable action may be initiated until the applicable period specified in Section 5.1 herein for cure of the alleged default has expired without the alleged default having been cured.

**Section 5.4 Performance During Disputes.** At all times while any Dispute is pending, each Party shall continue to fully perform its obligations pursuant to this Agreement. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this Agreement to the extent a default or alleged default by the other Party makes such performance impossible, impractical, or unreasonable.

**Section 5.5 Remedies Not Limited.** In connection with any Dispute, and except as expressly provided in this Agreement, each Party may exercise any or all rights and remedies available pursuant to this Agreement and applicable law. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

## **PART 6: TERMINATION**

**Section 6.1 Termination Due to Expiration or Completion.** Unless earlier terminated in accordance with this Part 6, this Agreement shall terminate upon: (i) expiration of the period determined pursuant to Section 1.2 for completion by the Consultant of the Consultant Services or, if the Consultant has not then completed all of the Consultant Services, upon such later date as agreed in writing by the Parties; or (ii) upon completion of all Consultant Services required to be performed by the Consultant and final payment by the District to the Consultant as required by this Agreement.

**Section 6.2 District Termination Without Need for Cause.** The District may terminate this Agreement, with respect to some or all of the Consultant Services, without need for cause, by providing written notice of termination to the Consultant. Such termination shall be effective on the date that is ten days following receipt of the notice of termination by the Consultant, or as of such earlier date as may be specified in the notice of termination.

**Section 6.3 District Termination for Breach of Warranties.** If the District at any time reasonably determines that any of the representations and/or warranties of the Consultant set forth in this Agreement are materially untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Consultant), and the Consultant shall be liable to the District for all costs, expenses, and damages arising therefrom. The Consultant's representations and warranties pursuant to this Agreement shall survive termination of this Agreement, regardless of whether at such time the

Consultant has fully completed all Consultant Services. Nothing in the foregoing shall be deemed or construed to prohibit the Consultant from alleging that a termination pursuant to this Section was wrongful.

**Section 6.4 District Termination for Cause.** In addition to its rights pursuant to Section 6.3 of this Agreement, and subject to Sections 5.1 and 5.2 herein, the District may give the Consultant written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Consultant has failed to perform some or all of the Consultant Services in a satisfactory and timely manner or if the Consultant otherwise has breached any of its obligations pursuant to this Agreement. A termination pursuant to this Section shall be effective immediately upon receipt by the Consultant of the notice of termination or as of such later date as the notice may specify. Nothing in the foregoing shall be deemed or construed to prohibit the Consultant from alleging that a termination pursuant to this Section was wrongful.

**Section 6.5 Consultant Termination for Cause.** Subject to Sections 5.1 and 5.2 herein, the Consultant may give the District written notice of the Consultant's intent to terminate this Agreement for cause if the Consultant reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. A termination pursuant to this Section shall be effective immediately upon receipt by the District of the notice of termination or as of such later date as the notice may specify. Nothing in the foregoing shall be deemed or construed to prohibit the District from alleging that a termination pursuant to this Section was wrongful.

**Section 6.6 Compensation to Consultant Upon Termination.** Subject to all other provisions of this Agreement, in the event of any termination, in whole or in part, of this Agreement pursuant to Section 6.2, 6.4 or 6.5 of this Agreement, the District shall, with respect to the terminated portion of the Consultant Services, compensate the Consultant for the Consultant Services that the Consultant satisfactorily performed prior to termination, consistent with Section 1.4 of this Agreement, plus reimbursement for expenses associated with such performance as were authorized pursuant to Section 1.5 of this Agreement. Nothing in the foregoing shall be deemed or construed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party of its obligations pursuant to this Agreement, and a Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party pursuant to this Agreement.

**Section 6.7 Consultant to Provide Copies of Service Documents.** If, for any reason, this Agreement is terminated, in whole or in part, the Consultant must, not later than seven days following the effective date of the termination, provide to the District copies of all Service Documents relating to the terminated portion of the Consultant Services. Satisfaction of the Consultant's obligations pursuant to this Section shall be a condition precedent to the District's obligation to pay any compensation or reimbursement to the Consultant pursuant to Section 6.6 or other provisions of this Agreement.

**Section 6.8 Survival of Obligations.** The Parties' respective rights and obligations pursuant to this Part 6 shall survive termination of this Agreement.

## **PART 7: GIVING OF NOTICE**

**Section 7.1 General Requirements.** Any and all notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 7.

**Section 7.2 Methods of Delivery.** Each Notice must be sent via: (i) personal delivery (with name and signature of recipient obtained on delivery receipt); (ii) registered or certified U.S. mail (postage pre-paid and return receipt requested); (iii) FedEx, U.P.S. or other reliable, private delivery service (with delivery charge prepaid or payable by sender, and name and signature of recipient obtained on electronic or other delivery receipt); or (iv) electronic mail (i.e., email) transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twelve hours after transmission). Neither Party shall unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

**Section 7.3 Persons to Whom Notices Must be Sent.** Notices given to the District must be addressed and delivered to both of the District's representatives as specified in Exhibit "E" attached to this Agreement. Notices given to the Consultant must be addressed and delivered to the Consultant representative as specified in Exhibit E hereto.

**Section 7.4 Changes in Contact Information.** A Party may give notice of each change in its address, person to whom attention should be directed, or email address by giving Notice in accordance with this Part 7. If any such contact information for a Party changes and the Party does not give notice of such change in accordance with this Part 7, then, unless the sender has actual knowledge that the Party's contact information has changed and except as provided by law, any subsequent Notices addressed and delivered to the old or obsolete contact information shall be deemed and construed to have been given or served in accordance with Section 7.6 herein, regardless of whether "actual receipt" has occurred. However, if a sender has actual knowledge that a Party's contact information has changed, the sender shall have an affirmative obligation to make reasonable efforts to obtain the intended recipient's then-current contact information. If, after making such reasonable efforts, a sender is unable to obtain a Party's then-current contact information sufficient to provide Notice to that Party using one of the methods authorized by this Part 7, then, except as provided by law, Notice shall be deemed and construed to have been given or served in accordance with Section 7.6 herein upon attempted delivery of the Notice to the Party's old or obsolete contact information.

**Section 7.5 Additional Requirements for Giving Notice by Email.** As an additional condition to sending a Notice by email, the reference (or "re") line must indicate that it is a "Notice Pursuant to Agreement for Consultant Services." Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice.

**Section 7.6 Effect of Receipt.** Except as provided in Section 7.4, a Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's email in-box. However, if any Notice (including, without limitation, any Notice sent by email) is delivered after 4:00 p.m. on any business day, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day.

**Section 7.7 Applicability of Notice Requirements.** The requirements of this Part 7 shall not be deemed or construed to apply to: (i) communications between the District and/or the Consultant necessary for day-to-day administration of this Agreement or performance of the Consultant Services; or (ii) service of process in accordance with any applicable law or court rule.

## **PART 8: INTERPRETATION OF AGREEMENT**

**Section 8.1 Fair and Reasonable Interpretations.** Each Party hereby acknowledges and agrees that, prior to execution and delivery of this Agreement, such Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of entering into this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

**Section 8.2 Headings and Captions.** The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section, or other provision herein.

**Section 8.3 Recitals and Exhibits.** Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement. In the event of any conflict between any provision in the main body of this Agreement and any provision in the Exhibits, the provision in the main body of this Agreement shall govern.

**Section 8.4 Meaning of "Days."** Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days. For purposes of this Agreement, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) an official federal or State holiday; or (iii) with respect to the District's administrative staff, a furlough day mandated by the State or the District Board.

**Section 8.5 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the performance of the Consultant Services by the Consultant, and any and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

**Section 8.6 Modifications of Agreement.** This Agreement may be modified only by means of duly approved written agreement executed and delivered by both Parties.

**Section 8.7 Waiver.** A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

**Section 8.8 Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State, notwithstanding any conflict-of-law, choice-of-law or other provision in the laws of the State or any other jurisdiction. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Los Angeles, California.

**Section 8.9 Correct Legal Requirements Deemed Included.** Each and every provision required by any applicable law to be set forth in or incorporated into this Agreement is hereby deemed to be so set forth or incorporated, and this Agreement shall be construed and enforced as if all such provisions are so set forth or incorporated. If, for any reason, any provision required to be set forth herein by any applicable law is not expressly set forth herein, or is not correctly set forth herein, then, upon request of either the District or the Consultant, the Parties shall amend this Agreement to set forth, or to correctly set forth, such provision.

**Section 8.10 Severability.** If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, then, regardless of the reason for such determination, it shall not be deemed or construed to invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the remaining provisions and requirements shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

**Section 8.11 Successors and Assigns.** The Consultant Services shall be deemed and construed to constitute professional services. Therefore, the Consultant may not assign this Agreement without the express written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

**Section 8.12 No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely for their own purposes and benefit, and, except to the extent provided by law, this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party.

**Section 8.13 Agreement is Public Record.** Notwithstanding anything in any proposal or any discussions or writings relating hereto: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise.

***(The remainder of this page intentionally left blank.)***

**PART 9: EXECUTION OF AGREEMENT**

**Section 9.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

**Section 9.2 Due Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

**Saugus Union School District**

**PSOMAS**

By: \_\_\_\_\_  
Nick Heinlein, Asst. Superintendent of Business

By:   
Print Name: Robert C. Olson  
Print Title: Vice President  
Fed. Tax ID No: 95-286 3554

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Perform an entire site survey and utility locating for new classroom building(s) and future projects. See pages F-1 & F-2.

**EXHIBIT "B"**  
**CONSULTANT COMPENSATION**

In Exchange for full and satisfactory completion of the Consultant Services, the District shall compensate the Consultant as provided below in this Exhibit B. Such compensation shall be deemed and construed to be all-inclusive, full and final compensation to the Consultant for the Consultant Services provided, and shall include any and all overhead, profit, and other amounts potentially payable to the Consultant for the Consultant Services. Subject to the foregoing, the District shall pay to the Consultant

A fixed fee in the total amount of **\$38,500.00**, payable on a monthly basis as provided in Section 1.6 of the main body of this Agreement, based on dividing such fixed amount by the number of months in the time permitted for completion of the Consultant Services pursuant to Section 1.2 of the main body of this Agreement. If such time is not divisible into equal monthly periods, the remainder (i.e., final payment period) shall be deemed to be a month for purposes of determining the monthly amount payable to the Consultant. In the event the time for completion of the Consultant Services is extended in accordance with Section 1.2 of the main body of this Agreement, the monthly payment amount shall be recalculated in accordance with the foregoing.

**EXHIBIT "C"**  
**CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS**

**District:** Saugus Union School District

**Project:** Cedar creek School Survey of Site and Locating Underground Utilities

**Consultant:** PSOMAS

**Agreement:** Agreement for Consultant Services dated January 17, 2018

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The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly authorized representative of the Consultant and, in that capacity, has executed this certification on behalf of the Consultant;
- (ii) The Consultant has fully complied with the requirements of this Agreement for employee background checks, including, without limitation, with respect to employees of any Subconsultants that the Consultant intends to use in connection with the Consultant Services required by the Agreement;
- (iii) All of the employees of the Consultant and its Subconsultants who will enter in or upon the Project Site, or be in the vicinity of the Project Site, in connection with the Project are identified on the Attachment(s) to this certification;
- (iv) None of the employees of the Consultant or its Subconsultants who are identified on the Attachment(s) to this certification have been convicted of a violent or serious felony as defined in Subdivision (c) of Education Code Section 45125.2; and
- (v) Except for the employees identified on the Attachment(s) to this certification (and except for the employees identified on attachment(s) to other certifications using this form that the Consultant has submitted to the District in connection with the Consultant Services), the Consultant shall not suffer or permit any employees of the Consultant or any of its Subconsultants to enter in or upon the Project Site, or to be in the vicinity of the Project Site, in connection with the Project.

Representative Name: Robert C. Olson  
Representative Title: Vice President  
Representative Signature:   
Date Signed: 1.08.2018

## CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

**Consultant:** PSOMAS

**Instructions**

- (1) For each employee, insert all required information (as specified in the table below) in one row of the table.
- (2) In the “Driver License/Identification” column in the table below: (i) specify the number of the employee’s driver’s license or, if the employee does not have a driver’s license, the number of the employee’s state-issued identification; and (ii) specify the state that issued the driver’s license or identification.
- (3) If identifying more than ten employees: (i) use copies of this Attachment to identify the additional employees; and (ii) on each such copy, specify the page number and total number of pages where indicated at the bottom of this Attachment.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification #
1	Psomas	Dean Rigdon	M	5/07/65	5'-11"	190	BLOND	BLUE	C1557711
2	Psomas	James Ramirez	M	2/23/63	5'-11"	210	BRWN	BRWN	N9738113
3	Psomas	John Reed	M	8/26/67	5'-10"	185	BRWN	BLUE	C3680729
4	Psomas	Charles Haines	M	9/8/96	5'-6"	170	BLND	HAZL	F4823021
5									
6									
7									
8									
9									
10									

Page \_\_\_\_ of \_\_\_\_

## CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

**Consultant:** PSOMAS

**Instructions**

- (1) For each employee, insert all required information (as specified in the table below) in one row of the table.
- (2) In the “Driver License/Identification” column in the table below: (i) specify the number of the employee’s driver’s license or, if the employee does not have a driver’s license, the number of the employee’s state-issued identification; and (ii) specify the state that issued the driver’s license or identification.
- (3) If identifying more than ten employees: (i) use copies of this Attachment to identify the additional employees; and (ii) on each such copy, specify the page number and total number of pages where indicated at the bottom of this Attachment.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification #
1	Pacific Coast Locators, Inc.	Daniel Bashian, Locating Technician	M	08/16/1991	73"	220	Blonde	Blue	D6979922
2	Pacific Coast Locators, Inc.	Richard Carroll, Locating Technician	M	10/03/1989	75"	260	Brown	Brown	D6986183
3	Pacific Coast Locators, Inc.	Andrew Hoogenhuizen	M	05/24/1994	77"	250	Green	Brown	F1699720
4	Pacific Coast Locators, Inc.	Ricardo Huerta	M	02/25/1969	70"	230	Brown	Black/Bald	A1593833
5	Pacific Coast Locators, Inc.	Chris Knerr	M	03/12/1972	72"	230	Blue	Brown	A9039156
6									
7									
8									
9									
10									

Page \_\_\_\_ of \_\_\_\_

**EXHIBIT "D"**  
**LABOR CODE REQUIREMENTS**

**1. Applicability of Requirements.** The requirements of this Exhibit D shall apply only in the event any portion of the Consultant Services constitutes "public work" and, therefore, will be subject to payment of prevailing wages and related requirements of the California Labor Code ("Labor Code").

**2. Compliance with Labor Code Requirements.** The Project is a "public works project" as defined in Labor Code Section 1720, therefore, is subject to Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, "Labor Laws"). The Consultant must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, and other provisions of the Labor Laws that require the payment of prevailing wage rates and the performance of other requirements on public works projects. The Consultant acknowledges that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). The Consultant, at no additional cost to the District, must: (i) comply with any and all applicable requirements of the Labor Laws, including, without limitation, requirements for payment of "prevailing wages," inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), *et cetera*; (ii) ensure that any and all Subconsultants working under the Consultant are aware of and comply with applicable provisions of the Labor Laws; (iii) in connection with Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with Consultant Services, including, without limitation, postings required by DIR regulations. A consultant or subconsultant that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Consultant Services. Wage rates for the Consultant Services shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District's principal office and posted at the Project Site. The District will withhold payment to the Consultant necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and Consultant shall be solely responsible for compliance therewith:

- (i) Section 1735: Anti-Discrimination Requirements;
- (ii) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (iii) Section 1776: Payroll Records;
- (iv) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (v) Sections 1810 through 1812: Working Hour Restrictions;
- (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (vii) Section 1815: Overtime Pay.

**3. Requirements for Payroll Records.** The Consultant must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at the principal offices of the Consultant, and made available as required by Labor Code Section 1776. The Consultant must inform the District of the location at which the payroll records are located, including the street address, city and county, and

must, within five working days, provide a notice of any change of location and address. The Consultant that fails to timely comply with requests for certified payroll records, shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Consultant of certified payroll records also shall be a condition precedent to the District's obligation to make any payments to the Consultant pursuant to this Agreement.

**4. Penalties for Violations of Prevailing Wage Laws.** In accordance with Section 1775 of the Labor Code, the Consultant shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than prevailing wage rates as determined by the DIR Director. The Consultant shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

**5. Requirements for Contractor Registration.** No contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. In addition, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

**6. Registration Requirements Applicable to Project.** The DIR registration requirements shall apply to this Project only if the Project is for construction, alteration, demolition, installation, or repair, and the total cost of the Project exceeds \$25,000, or if the Project is for maintenance work, and the total cost of the Project exceeds \$15,000. If the DIR registration requirements apply, the Consultant shall be responsible for ensuring that it and all Subconsultants are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Consultant Services: (i) the Consultant must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form set forth on the following page of this Exhibit D; and (ii) provide to the District the evidence of registration as described in the Certification Regarding Contractor Registration form. The Consultant shall be responsible for monitoring the registration status of its Subconsultants at all times during the course of the Project, and in the event any Subconsultant is or becomes not duly registered, the Consultant shall: (i) prohibit the Subconsultant from working on the Project; and (ii) provide written notice to the District informing the District of the Subconsultant's registration status. Notwithstanding anything to the contrary, if at any time during the performance of the Consultant Services, the Consultant or any of its Subconsultants is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Agreement and/or replace the Consultant or Subconsultant with a consultant or subconsultant that is duly registered pursuant to Labor Code Section 1725.5.

## **CERTIFICATION REGARDING CONTRACTOR REGISTRATION**

**District:** Saugus Union School District

**Project:** Cedar creek School Survey of Site and Locating Underground Utilities

**Consultant:** PSOMAS

**Agreement:** Agreement for Consultant Services Dated January 17, 2018

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly authorized representative of the Consultant and, in that capacity, I have executed this certification on behalf of the Consultant.
- (ii) The Consultant is aware and acknowledges that, except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Consultant is aware and acknowledges that no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Consultant is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Consultant Services, the Consultant or any of its Subconsultants is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Agreement and/or replace the Consultant or Subconsultant with a consultant or subconsultant that is duly registered pursuant to Labor Code Section 1725.5, and the Consultant and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) If at any time during the Project the Consultant intends to use a Subconsultant, the Consultant must provide written notice to the District, before the Subconsultant performs any work or services on the Project, that identifies the Subconsultant and includes evidence that the Subconsultant is properly registered with the DIR.
- (vi) The Consultant acknowledges that it shall be responsible for: (i) monitoring the registration status of its Subconsultants on a regular, ongoing basis; and (ii) informing the District in writing in the event any Subconsultant is or becomes not duly registered.
- (vii) The Consultant and each Subconsultant who will perform any of the Consultant Services are duly registered with the DIR pursuant to Labor Code Section 1725.5.

***(The remainder of this page intentionally left blank.)***

(viii) Evidence (in the form described in the note below) that the Consultant and each Subconsultant are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: Robert C. Olson  
Representative Title: Vice President  
Representative Signature:   
Date Signed: 1.08.2010

**Note:** This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Consultant and all Subconsultants are currently registered pursuant to Labor Code Section 1725.5.

**EXHIBIT "E"**  
**CONSULTANT COMPANY AND DISTRICT REPRESENTATIVES**

**Consultant Company**

The Consultant Representative, for purposes of both Section 2.2 (i.e., designating the Consultant Representative) and Part 7 of the main body of this Agreement (i.e., Notices), his or her contact information is as follows:

PSOMAS  
Attn: Robert C. Olson, PLS  
28480 Avenue Stanford, Suite 200  
Santa Clarita, CA 91355-1460  
Email: rolson@psomas.com

**District**

The District representatives, for purposes of Part 7 of the main body of this Agreement (i.e., Notices), and their respective contact information are identified below. A copy of each Notice given to the District must be sent to both of the District representatives as follows:

Saugus Union School District  
Attn: Lori Rubenstein, Director of Project  
Management  
24930 Avenue Stanford  
Santa Clarita, CA 91355  
Email: lrubenstein@saugusud.org

Saugus Union School District  
Attn: Magdy Abdalla, Director of Facilities,  
Construction & Modernization  
24930 Avenue Stanford  
Santa Clarita, CA 91355  
Email: mabdalla@saugusud.org

The District representatives, for purposes of administration of this Agreement and the Consultant Services, are as follows:

Name and Title (Primary): Lori Rubenstein, is the primary District contact person with respect to administration of this Agreement.

Name and Title (Secondary): Magdy Abdalla, is the secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.

Scope of Services  
Saugus Union School District – Cedar Creek Elementary School  
December 7, 2017

The project team, Psomas and Pacific Coast Locators, will perform Land Surveying and Utility Detection Services for the Cedar Creek Elementary School.

Psomas Land Survey Services

Psomas shall execute this survey by establishing the boundaries of the school sites and any encumbering easements based on the available title information as provided to Psomas by the District. This title information includes preliminary title reports, deeds, and any other pertinent material. Should this information not be forthcoming, the boundaries and easements shall be determined by inspection of the assessor map records, with a caveat note on the survey indicating the methodology by which those boundaries and easements were established.

Psomas shall execute a ground based Field Survey, locating the buildings, driveway, walks, fences, walls, paved areas, playground striping, parking areas and striping, adjoining fields, and other significant features. Those features will be processed to an AutoCAD Civil 3D file for further mapping efforts. Spot shot elevations will be obtained on the above described features and processed to a Digital Terrain Model (DTM) within the Civil 3D file. The detected utilities by Pacific Coast Locators will be surveyed and added to the Civil 3D file, using the APWA color coding for those surveyed utility features. The individual irrigation lines will not be detected/surveyed as those lines are non-conductive. We shall locate those surface visible sprinkler heads and note those head locations on the survey.

The Psomas deliverables will be a 1" = 20' Land Survey with 1 foot contours in an AutoCAD Civil 3D file format and PDF's of the same.

Pacific Coast Locators Services

Two technicians will perform a Subsurface Utility Investigation using an Electro-Magnetic Radio Detection RD8100 10 Watt Transmitter & Receiver, 300' 5/16" Traceable Jameson Rodder, a GSSI Ground Penetrating Radar unit with a 400Mhz antenna, and a Schonstedt GA-52x Magnetometer to locate & mark out conductive & non-conductive underground utilities including: domestic water lines, fire water lines (if conductive), natural gas lines (if they are conductive or have a trace wire), electrical lines, telecommunication lines, sewer lines, and area & storm drain pipes. The technicians will locate all accessible utilities on the entire campus. Confirmed utilities will be delineated using APWA color coded marking paint, marking chalk, and survey flags. Field notes and other documentation will be provided by Pacific Coast Locators to Psomas to ensure that all of those detected utilities are surveyed.

Specifically excluded are the detection of the individual irrigation lines as those lines are typically non-conductive.

Compensation Request  
Saugus Union School District – Cedar Creek Elementary School  
December 7, 2017

Client shall compensate consultant on a fixed fee basis for the following school site:

1. Cedar Creek ES		
1.1. Land Surveying		\$22,000
1.2. Utility Detection		\$16,500
Total		\$38,500

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Schedule "A"  
Saugus Union School District – Cedar Creek Elementary School  
December 7, 2017

Upon authorization by the District, Psomas will deliver the prioritized school sites on a general 4 to 5 week delivery schedule. This schedule will be refined once the full scope is approved by the District.