

**INDEPENDENT CONSULTANT AGREEMENT FOR  
PROFESSIONAL SERVICES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
COMPLIANCE  
FOR  
LINCOLN ELEMENTARY SCHOOL MODERNIZATION**

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**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE  
(LINCOLN ELEMENTARY SCHOOL MODERNIZATION)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of September, 2019 by and between the Desert Sands Unified School District, ("District") and Environmental Audit, Inc. ("Consultant"), (together, "Parties").

**RECITALS**

WHEREAS, Government Code section 4529.10 *et seq.* authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services through a fair and competitive selection process; and,

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and,

WHEREAS, the Consultant is trained, experienced, and competent to perform the Services required by the District, as needed on the basis set forth in this Agreement;

NOW, THEREFORE, the Parties agree as follows:

**TERMS AND CONDITIONS**

1. **Services.** The Consultant shall furnish to the District certain Services contemplated within the scope of this Agreement, as more particularly described in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by this reference. The Services shall be governed by this Agreement and, where applicable, **Exhibit D, "Additional Terms and Conditions."**
2. **Term.** The Consultant shall commence providing Services to the District under this Agreement upon receipt of a Notice to Proceed ("NTP") from the District, and will diligently perform, as required, and complete performance of all Services within the time set forth in the NTP.
3. **Submittal of Documents.** The Consultant shall not commence the provision of Services under this Agreement until the Consultant submits, and the District approves, all of the certificate(s), affidavit(s), endorsement(s), of insurance and/or other documents, as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificate(s) and Endorsement(s)
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

The Consultant cannot render any Services until it submits all required documents and receives final approval from the District by way of a NTP.

4. **Compensation.** The District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement, a total fee of **Five Thousand Seven Hundred and Ten Dollars (\$5,710.00)** ("Payment"). The District shall pay Consultant according to the following terms and conditions:
  - 4.1. The District shall issue Payment for the Services of all undisputed amounts, based upon satisfactory delivery of the Services as determined by the District. The District shall issue Payment to the Consultant within thirty (30) days after the Consultant submits an invoice to the District for all Services actually completed, or the portion of the Services for which Payment is to be made, and after the District's written approval of the invoice and the Services.
  - 4.2. Consultant shall submit an invoice to District monthly and payment shall be based time and materials for school expenses and hours in accordance with the hourly rates listed in **Exhibit B**.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
  - 4.4. Payment for the scope of services pursuant to this Agreement may also be governed by the terms and conditions of **Exhibit B, "Labor and Expenses Summary."** If applicable, this Agreement and/or subsequent amendment(s) shall so state.
5. **Expenses.** The District shall not be liable to Consultant for any costs or expenses paid or incurred by the Consultant in performing Services for District, unless otherwise provided for in **Exhibit B, "Labor and Expenses Summary."**
6. **Independent Contractor.** The Consultant, in the performance of this Agreement, shall be and act as an independent contractor. The Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or a joint venturer of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, California Unemployment Compensation or Worker's Compensation. The Consultant shall further assume full responsibility for payment of all federal, state and local taxes and/or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees and/or sub-consultants. In the performance of the Services herein contemplated, the Consultant is an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, with the District being interested only in the results obtained.
7. **Materials.** The Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, unless otherwise provided for in **Exhibit B, "Labor and Expenses Summary,"** and/or **Exhibit D, "Additional Terms and Conditions."**
8. **Performance of Services.**
  - 8.1. **Standard of Care.** The Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. The Consultant's Services will be performed, findings will be obtained, and reports and recommendations will be prepared in accordance with generally and currently accepted principles and practices of its profession for services rendered upon the request of California public school districts.

The Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to the District, in writing, any error, inconsistency, or omission that Consultant or its employee(s), agent(s), sub-consultant(s), or sub-contractor(s) may discover. The Consultant shall have responsibility for discovery of any and all errors, inconsistencies, or omissions.

- 8.2. **Meetings.** The Parties agree to promptly reply to each other's inquiries and participate in regular meetings, on at least a weekly basis, or as provided for in **Exhibit D, "Additional Terms and Conditions,"** to discuss this Agreement with attention to the District's plans, timetables, objectives, standards, implementation of Services, and any other issues deemed relevant to the Consultant's performance of Services, unless the District, in its sole discretion, determines these meetings are unnecessary.
- 8.3. **District Approval.** The Services completed by the Consultant must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** The Parties recognize that the Services may include working on various projects for District. The Consultant shall obtain the written approval of District prior to the commencement of a new project.
9. **Originality of Services.** The Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except any of the above provided by the District to the Consultant as a basis for the Services. To the extent that the Consultant relies on publicly available data and/or information, it will identify the data and/or information as publicly available and cite the source, in which case this section would not apply.
10. **Copyright/Trademark/Patent.** The Consultant understands and agrees that all matters produced under this Agreement shall become the property of District as a "work for hire" and cannot be used without District's express written permission. District shall have all right, title and interest in said material, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the material, for any purpose and in any medium.
11. **Audit.** The Consultant shall establish and maintain books, records, and systems of account related to the Services covered by this Agreement (collectively, "Records"), in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. The Consultant shall retain these Records during the Term of this Agreement and for five (5) years thereafter. The Consultant shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts (collectively, "Audit") of all Records related to the Services covered, including, without limitation, all billing statements, invoices, records, and other data related to the Services covered by this Agreement. An Audit may be performed at any time, provided that the District shall give reasonable prior notice to the Consultant and shall conduct the Audit during the Consultant's normal business hours, unless the Consultant otherwise consents.

## **12. Termination.**

- 12.1. **Without Cause by District.** The District may, at any time, with or without reason, terminate this Agreement and compensate the Consultant only for Services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of Services by the Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause by Consultant.** The Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, the District shall only be obligated to compensate the Consultant for Services satisfactorily rendered as of the date of termination. The Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure equivalent Services from another source.
- 12.3. **With Cause by District.** The District may terminate this Agreement upon giving written notice of intention to terminate for cause. Causes shall include, without limitation:
- 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by the Consultant exposing the District to liability to others for personal injury or property damage; and/or
  - 12.3.3. the Consultant is adjudged a bankrupt, the Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of the Consultant's insolvency.

Written notice by District of District's intent to terminate for cause shall contain the reasons for intention to terminate. The Consultant shall have three (3) calendar days after receipt of that written notice to remedy the condition or violation, or make arrangements for the correction thereof to the District's satisfaction. Otherwise, this Agreement shall cease and terminate upon the expiration of the three (3) calendar days.

In the event of termination, the District may secure the required Services from another consultant. If the expenses, fees, and/or costs to the District (collectively, "Expenses") exceed the cost of providing the Services pursuant to this Agreement, the District may withhold any amounts due to Consultant for the payment of those Expenses and the Consultant shall immediately pay the excess Expenses to the District upon the receipt of the District's written notice of these Expenses.

The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, the Consultant shall, at its sole expense, defend, indemnify, and hold free and harmless the District, its Governing Board ("Board of Education" or "Board"), agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liabilities, losses, damages or injury (collectively, "Claims") of any kind, nature and

description, including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including without limitation the payment of all consequential damages, or from any activity, work, or thing done, permitted, or suffered by the Consultant, its officials, officers, employees, subcontractors, consultants, or agents in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District.

The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

#### 14. Insurance.

14.1. The Consultant shall procure and maintain, at all times during the performance of the Services, and any portion thereof, any and all insurance as necessary to execute the Services, pursuant to the terms and conditions below. The insurance must meet the minimum limits equal to the amount indicated in **Exhibit C, "Minimum Amounts of Coverage,"** attached hereto and incorporated herein by this reference. The Consultant must provide the District with proof of its compliance with this section, pursuant to this Agreement.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** This insurance shall protect the Consultant and the District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing the Services or any portion thereof. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** This insurance shall cover all of the Consultant's employees performing the Services or any portion thereof. In accordance with section 3700 of the Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any of the Consultant's employees engaged in performing the Services or any portion thereof under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing the Services or any portion thereof.

14.1.3. **Professional Liability (Errors and Omissions) Insurance.** The Consultant shall maintain all insurance as is appropriate to the Consultant's profession.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until the Consultant obtains all required insurance and the District: (i) accepts delivery, in duplicate, of all certificates and endorsements confirming the required coverages; and (ii) approves the certificates and endorsements in writing. The Consultant shall promptly deliver to the District, for every policy period, updated certificates and endorsements confirming the required coverages pursuant to this section. Pursuant to the terms of this section, certificates, endorsements and insurance policies shall include the following, where applicable:

14.2.1. **Cancellation or Reduction Clause.** A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. The notice shall state the date of

cancellation or reduction. The date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. **General Terms and Conditions.** Language stating in particular: (i) those insured; (ii) extent of insurance; (iii) location and operation to which insurance applies; (iv) expiration date; (v) to whom cancellation and reduction notice will be sent; and (vi) length of notice period. The certificate of insurance must be made out to "Desert Sands Unified School District," at the address where the District receives notice.

14.2.3. **Endorsement.** An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds ("Additional Insureds") under all policies except Workers' Compensation Insurance, Professional Liability Insurance, and Employers' Liability Insurance. Any failure of the Consultant to comply with reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to the Additional Insureds.

An endorsement shall also state that Consultant's insurance policies shall be primary and non-contributing to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. **Separate Claims.** The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.2.5. **Format.** With the exception of Professional Liability Insurance and Workers' Compensation Insurance, the Consultant shall ensure that all policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless the insurance is otherwise acceptable to the District.

14.4. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention exceeding twenty-five thousand dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either: (i) the insurer shall reduce or eliminate deductibles or self-insured retention as respects the District, its agents, representatives, officers, officials, employees and volunteers; or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** The Consultant shall observe and comply with all applicable federal, state, and local laws, rules, ordinances and regulations, and all applicable policies, rules, and regulations of the District (collectively, "Laws"). The Consultant shall give all notices required by any Laws bearing on the Consultant's conduct of the Services.

If Consultant observes that any of the Services required by this Agreement is at variance with any Laws, the Consultant shall notify the District in writing. The District shall then determine

whether the Services required are at variance with any Laws, and if so, at the sole option of the District, the District shall: make any necessary changes to the scope of the Services and accordingly amend this Agreement in writing; or (ii) terminate this Agreement pursuant to its provisions.

If Consultant performs any Services that are in violation of any Laws without first notifying the District of the violation, the Consultant shall bear all of the costs and liabilities arising therefrom.

17. **Certificates/Permits/Licenses.** The Consultant, and all of Consultant's employees or agents, shall secure and maintain in force such certificates, permits, and licenses as are required by all applicable Laws in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** The Consultant, if an employee of another public agency, agrees that it will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that, in connection with all services or work performed under contracts with the District, there be no discrimination against any employee engaged in the services or work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age.  
  
Therefore, under this Agreement, the Consultant also agrees to comply with all applicable Laws including, without limitation, the Fair Employment and Housing Act, beginning with Government Code Section 12900, as well as Labor Code Section 1735, and all applicable District policies. In addition, the Consultant agrees to require like compliance by all of its employees, sub-consultant(s) and sub-contractor(s), insofar as they are responsible for performing any Services under this Agreement.
20. **Fingerprinting of Employees.** The Consultant must complete **Exhibit F, "Fingerprinting/Criminal Background Investigation Certification,"** and attach an executed copy thereof to this Agreement prior to the Consultant performing any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Consultant and Others.** The District may evaluate the Consultant in any way in which the District is entitled, pursuant to applicable Laws. The District's evaluation may include, without limitation:



23.1. Requesting that District employee(s) generally evaluate the Consultant and the Consultant's employees and/or sub-consultant(s) or sub-contractor(s), with particular respect to their performance.

23.2. Announced and unannounced observance of the Consultant, Consultant's employee(s), and/or sub-consultant(s) or sub-contractor(s).

24. **Limitation of District Liability.** Unless otherwise provided by the terms and conditions of this Agreement: (i) the District's financial obligations shall be limited to Payment for Services as provided in this Agreement; and (ii) notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim against it is based on contract or tort, for any special, consequential, indirect or incidental damages, including, without limitation, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), sub-consultant(s), and/or sub-contractor(s) shall strictly maintain the confidentiality of all information received from the District in the course of performing the Services under this Agreement. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend, without reservation, beyond the completion or termination of this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if in writing and: (i) hand delivered; (ii) deposited in the United States mail, registered or certified, postage prepaid, return receipt required; (iii) sent by overnight delivery service; or (iv) sent by facsimile transmission. Notice must be addressed as follows to satisfy the terms of this section:

**District:**

**Desert Sands Unified School District**  
47-950 Dune Palms RD  
La Quinta, CA 92253  
[FAX] 760/771-8522  
ATTN: Jordan Aquino

**Consultant:**

**Environmental Audit, Inc.**  
1000-A Ortega Way  
Placentia, California 92870-7162  
[FAX] 714/632-6754  
ATTN: Debbie Bright Stevens

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Disputes.** Prior to the institution of court proceedings, the Parties shall endeavor to resolve claims, disputes, or other like matters ("Dispute") by mediation, unless the Parties mutually agree otherwise. Demand for mediation shall be in a writing served, via certified mail, upon the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on a Dispute would be barred by the applicable statute of limitations.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a

written instrument executed by both Parties. This Agreement is not valid until approved and/or ratified by the District's Board.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of all applicable Laws and all clauses required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though they were included therein.
33. **Authority to Bind Parties.** Except as otherwise provided in this Agreement, neither party in the performance of any and all duties under this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement, and all amendments and supplements to this Agreement, may be executed in counterparts, and all counterparts together shall be construed as one document.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by this reference.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.**

Dated: \_\_\_\_\_, 2019

**Desert Sands Unified School District**

By: \_\_\_\_\_

Print Name: Jordan Aquino

Print Title: Assistant Superintendent,  
Business Services,

Dated: August 22, 2019, 2019

**Environmental Audit, Inc.**

By: Debbie Bright Stevens

Print Name: Debbie Bright Stevens

Print Title: ~~Senior Vice~~ President

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**Information regarding Consultant:**

License No.: \_\_\_\_\_ 95-3431975 \_\_\_\_\_ :

Address: 1000-A Ortega Way  
Placentia, CA 92870-7162

Employer Identification and/or  
Social Security Number

Telephone: 714/632-8521

Facsimile: 714/632-6754

E-Mail: Dstevens@envaudit.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☒ Corporation,

State of Incorporation/Registration: \_\_\_\_\_

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. § 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. § 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**

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**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

**CEQA CONSULTANT**

Consultant shall provide all professional services necessary for completing the following:

**A. CEQA Compliance Consultant**

The Consultant shall provide all CEQA services ("Services") that the District, or its Board, officers, employees, representatives, or agents may request for: (1) the investigation and evaluation of the Measure KK modernization project at Lincoln Elementary School located at 74-100 Rutledge Way, Palm Desert, California 92260 (the "Property").

The Consultant shall coordinate its Services with the District's representative, or his/her designate. The Services to be provided by the Consultant include, but are not limited to, the following:

- Preparation of all documentation necessary to initiate, process, review, and ultimately develop an administrative record to demonstrate and provide evidence for determining that the project will meet the qualifications for a CEQA exemption.
- The CEQA Notice of Exemption document shall be finalized within 4 weeks or sooner from the time authorization is provided to proceed with services.

The Consultant will be the District's advisor for the Project with regard to compliance with CEQA. The Consultant will ensure that the District complies with all laws and regulations concerning the environment which are applicable to the acquisition or expansion of a public school site and the construction and/or modernization of a public school or public school facilities, including without limitation, Public Resources Code section 21000 et seq., Government Code section 65402, Education Code section 17210 et seq. and all applicable regulations. The Consultant shall coordinate its work with the District's other consultants, without limitation, including any Environmental Assessor retained by the District. In addition, the Consultant may be requested to prepare or assist the District with preparing a report to be utilized at a public hearing in furtherance of Education Code section 17211.

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**EXHIBIT "B"**  
**LABOR AND EXPENSES SUMMARY**

**Preparation of Notice of Exemption: \$5,710**

Time to be billed on an hourly basis per the estimated costs provided below for the Notice of Exemption.

**PROJECT ESTIMATED COSTS - NOTICE OF EXEMPTION**

<b>TASK</b>	<b>COST</b>
<b>CEQA COMPLIANCE – Notice of Exemption<sup>(a)</sup></b>	
Prepare Project Description with Project Team	2,200
Review and Document Exemption	2,080
Review Exemption Documentation With Project Team	680
File Notice of Exemption with County Clerk	750
<b>COST FOR ONE SCHOOL:</b>	<b>5,710</b>
<b>COST FOR FIVE SCHOOLS:</b>	<b>28,550</b>

(a) Assumes EAI prepares documentation of exemption. Project meetings are not included in costs and would be additional, billed on a time and materials basis.

**EAI SCHEDULE OF CHARGES**

<b>Professional/Technical Services</b>	<b>Hourly Rate</b>
Principal	\$ 185/hour
Project Manager	165/hour
Registered Engineer	145/hour
Registered Geologist	145/hour
Engineer	125/hour
Geologist	125/hour
Hazardous Materials Specialist	115/hour
Environmental Specialist	115/hour
Biologist	115/hour
Air Quality Analyst	115/hour
Modeler	115/hour
Field Technician	95/hour
CAD Operator	90/hour
Technical Editor	85/hour
Senior Research Assistant	80/hour
Research Assistant	75/hour
Word Processor/Secretary	75/hour
Clerical	75/hour

**Expert Testimony**

The above Principal, Project Manager and Registered rates will be increased by 50% for expert testimony and consultation directly related to expert testimony, which includes depositions.

**Outside Services and Expenses**

Expenses will be charged to the client at cost plus 15%.

**EXHIBIT "C"**  
**MINIMUM AMOUNTS OF COVERAGE**

<b>Type of Coverage</b>	<b>Minimum Requirement</b>
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

**EXHIBIT "D"**  
**ADDITIONAL TERMS AND CONDITIONS**

**NOT APPLICABLE**



**EXHIBIT "E"**  
**WORKERS' COMPENSATION CERTIFICATION**

The Consultant or its authorized representative must complete this certification.

Labor Code Section 3700, in relevant part, provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State; and/or.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

In accordance with Labor Code section 1860 et seq., the following certification must be signed and filed with the District prior to performing any Services under this Agreement.

**Consultant's Certification**

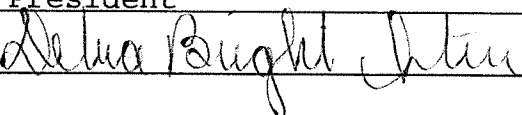
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Date: August 22, 2019

Proper Name of Consultant: Environment Audit, Inc.

Representative's Name: Debra Bright Stevens

Representative's Title: President

Signature: 

**EXHIBIT "F"**  
**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

CEQA Consulting Services on Lincoln Elementary School Modernization between Desert Sands Unified School District ("District") and Environmental Audit, Inc. ("Consultant") ("Contract" or "Project").

Consultant certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the Agreement (check all that apply):

- ☐ **[TO BE COMPLETED BY CONSULTANT]** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's Services under this Agreement and Consultant certifies its compliance with these provisions as follows:

Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, Subcontractors, agents, and Subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Date: \_\_\_\_\_

Name of Consultant or Company: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

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

- ☒ **[TO BE COMPLETED BY AUTHORIZED EMPLOYEE OF DISTRICT ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1, subd. (c).)

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

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

- ☐ **[TO BE COMPLETED BY AUTHORIZED EMPLOYEE OF DISTRICT ONLY.]** Consultant's services under this Contract shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although Employees will have contact, other

than limited contact, with District pupils, pursuant to Education Code section 45125.2  
District shall ensure the safety of the pupils by at least one of the following as marked:

- \_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.
- \_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- \_\_\_\_\_ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

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

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

The undersigned does hereby certify that I am a representative of the Consultant currently under contract with District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this Certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant or Company: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

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

**Services cannot be rendered until all documentation is submitted and final approval is received.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]