

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into this 17th day of November 2020, by and between the **La Cañada Unified School District**, a public agency ("District") and **Icon Corporation**, ("Consultant"), and

WITNESSETH:

WHEREAS, THE DISTRICT REQUIRES (SCOPE OF WORK):

Consulting services related to Software Program for Contractors Prequalification.

WHEREAS, Consultant, is duly licensed as a Consultant in the State of California and is qualified and experienced to provide such services, and

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall provide the services as outlined in Consultant's proposal dated November 9, 2020 which is attached hereto as **Attachment A**. The term of this Agreement shall be for five years or Agreement is terminated pursuant to Paragraph 3 below.
2. For its services hereunder, Consultant shall be compensated in accordance with the Attachment A. The payment to the Consultant shall be made for satisfactory completion of the services within 30 days after receipt of an undisputed invoice. Services shall be billed as outlined in the proposal. For work performed on a Time & Materials basis, services shall be billed at an hourly rate of \$150. The total contract amount shall not exceed Thirty-Five Thousand (\$35,000) without prior written authorization and approval.
3. This Agreement may be terminated at any time by the District, without cause, upon 30 days written notice to Consultant. Upon receipt of such notice, Consultant shall immediately cease all work. Any final invoice shall be submitted to District within 30 days.
4. Either party may request changes in the scope of services. Such changes, and any increase or decrease in compensation, must be authorized in advance by the District in writing, and incorporated into this Agreement as an amendment.
5. Consultant warrants that it has the expertise necessary to perform the services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further warrants that it will perform said services in a legally adequate manner in conformance with all Federal, State and local laws and guidelines.
6. The Consultant, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall 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 an "A-9." Prior to commencing any work on District property, the Consultant shall provide to the District authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance shall name the District as an



additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation of any such insurance policy. Language therein to the effect that the insurer shall "endeavor" to provide such notices shall not be acceptable. The District shall review the Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Consultant shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Consultant to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

- a. Workers Compensation Insurance. The Consultant shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than the statutory limit.
- b. Professional Liability Insurance. The Consultant shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).

7. Consultant shall defend, indemnify, and save and hold harmless District, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, personal injury or bodily injury (including death) of any person, including (but not limited to) workers and the public, or damage to property, resulting from or arising out of Consultant's negligence or willful misconduct in the performance of this Agreement, save and except those matters arising from District's sole, active negligence or willful misconduct. The parties intend that this provision shall be broadly construed to effectuate its purpose.

8. Time is of the essence of this Agreement. The Consultant shall work diligently to perform the services under the Agreement within the schedule agreed upon by the District.

9. Consultant will comply with all Federal, State and local laws and ordinances as may be applicable to the performance of work under this Agreement.

10. This is an integrated Agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

11. Consultant agrees that it has the time, ability and professional expertise to perform the services required under this Agreement. Consultant shall obtain approval/ authorization from the District prior to performing the services contemplated in this Agreement.

12. In the event of any conflict between this Agreement and the provisions of Attachment "A", the provisions of this Agreement shall govern.

13. Consultant is employed to perform unique personal services. There shall be no assignment of this Agreement by Consultant without prior written consent of District.

14. Any notices to parties required by this Agreement shall be delivered or mailed, United States first class, postage pre-paid, addressed as follows:

LA CAÑADA UNIFIED SCHOOL DISTRICT

Associate Superintendent of Business & Administrative Services



La Cañada Unified School District
4490 Cornishon Avenue
La Cañada, CA 91355

CONSULTANT

Shaffy Nasser, President
Icon Corporation
2408 Foxtail Drive
Palmdale, CA 93551

Either party may amend its address for notice by notifying the other party in writing.

15. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

16. Any action arising out of this Agreement shall be brought in Los Angeles County, California, regardless of where else venue may lie.

17. Consultant shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an officer or employee of District by reason of this Agreement.

18. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

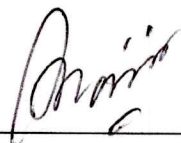
19. Consultant shall not engage in unlawful employment discrimination, including but not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, disability or medical condition, marital status, citizenship, gender, or sexual orientation.

20. Consultant shall maintain and make available for inspection and audit by District or its agents, accurate records of all costs, disbursements and receipts with respect to work performed under this Agreement.

21. Consultant shall make all disclosures required by District's conflict of interest code in accordance with the category designated by District.

IN WITNESS WHEREOF, the District and the Consultant have executed this agreement the day and year first above written.

ICON CORPORATION

By 
Shaffy Nasser
President

LA CAÑADA UNIFIED SCHOOL DISTRICT

By _____
Mark Evans
Associate Superintendent of Business
& Administrative Services

BidsOnline.us

FROM ICON CORPORATION

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To:

November 9, 2020

La Cañada Unified School District
4490 Cornishon Ave, La Cañada, CA 91011

RE: Online Prequalification of Contractors

We would like to offer our website BidsOnline.us as an online service to La Cañada Unified School District to prequalify contractors for its construction projects as per the guidelines of the state of California. BidsOnline is fully compliant with requirements to prequalify general contractors and subcontractors in accordance with the District's prequalification requirement for contractors. BidsOnline is a website and an online service created and managed by Icon Corporation.

Description:

This is an automated online service that minimizes the data entry required by the contractors and provides many kinds of useful reports to the school district with minimum input and maximum output. There is no limit on the number of contractors who can access the website. This is an entirely paperless process; however, PDF documents are available for archiving and if any printouts are required. BidsOnline has been created using the latest software development technologies from Microsoft like ASP.net, Blazor, MS SQL Server etc.

Contractors are required to create their own accounts with user-name and password and answer the pre-qualification questions on each page to create a complete and validated application. Custom algorithms in the software evaluate and score each contractor and present the application to the district for approval or rejection. The system guides the contractors to fill out the questions and validates all the data for correctness.

Managed Services:

Icon Corporation will provide secure access to contractors and to the authorized representatives of the School District to the website – BidsOnline.us, when security login requirements are met. We will maintain the website and provide all the infrastructure for the website functions, including but not limited to: web server space, store all the data in MS SQL server and store any PDF documents on our server. The FAQs page will explain how to use the website and how to fill out the application in detail, however when necessary, user support will be provided by BidsOnline by email and/or telephone.

Software Subscription Fee:

The annual Software Subscription fee for BidsOnline is \$5,000 however because there is substantial work required to setup and customize the software to the requirements of the District, the District will be charged \$10,000 for Set-up and Initial Cost, and \$5,000 Software Subscription Fee for the first year. Thereafter, the District shall pay only the Software License Fee. The Set-up and Initial Cost and the First Year Software Subscription Fee is payable within 30 days of approval of the Agreement. The annual Subscription for year two and beyond is payable at the anniversary date of the Agreement.

The annual Subscription fee includes twenty (20) hours of service annually for any additional custom modifications to the software or website specifically required or directed by the District. Additional work not covered by this Proposal work and will be charged on a Time & Material basis at an hourly rate of \$150 based on actual work performed. Any such change order will be on a mutually agreeable basis. We will provide an estimate before beginning the work for any change order.

BidsOnline website consists of the following modules and forms:

1) Authentication & Authorization module for contractors, school district users and admin users.

2) Contractors module:

- A. Contractor Information form
 - 1. Construction Licenses form
 - 2. PWCR Registration Licenses form
- B. Current Organization & Structure
 - 1. Incorporation type
 - 2. Firm Officers
 - 3. Associated Firms
 - 4. Asset Shared with Firms
 - 5. Firms Revenues and Bonding
 - 6. Other Past Sureties
 - 7. Workers Comp Info
 - 8. Apprenticeship Programs-Present
 - 9. Apprenticeship Programs-Past
 - 10. Apprenticeship Programs-Own
 - 11. Firm Info Changes and Parent Organization
 - 12. Associated Firms with Changed Name
- C. Essential Criteria Questions form
- D. Prequalification Questions Form
- E. Project References form
- F. Certification form
- G. Complete Application
- H. Frequently Asked Questions

3) School District User's Module:

- A. Profile
- B. Reports & Lists of Contractors
- C. Prequalification Evaluation Worksheet
- D. Reference Project Owners Questions
- E. Emails

We appreciate the opportunity to provide this service to La Cañada Unified School District.

Sincerely,



Shaffy Nasser
President, Icon Corporation