

**AGREEMENT FOR TOPOGRAPHIC AND UTILITIES SURVEY SERVICES  
BETWEEN  
DISTRICT AND LAND SURVEYOR**

Contract No: LCF-17/18-02

This **AGREEMENT** is made as of April 17, 2018, **BETWEEN the La Cañada Unified School District**, hereinafter identified as the "**DISTRICT**", and **Penco**, located at 16842 Von Karman Ave, Suite 150, Irvine, CA 92606, hereinafter identified as the "**CONSULTANT**" For the following Project: **Topographic & Utilities Surveying Services at Palm Crest Elementary and Paradise Canyon Elementary (RFP# LCF 17/18-02)**

**PART 1**

**1.1 COMPENSATION**

1.1.1 The District shall compensate the Consultant in accordance with the full Terms and Conditions of this Agreement as follows:

The District shall pay the fees as outlined in Exhibit "B" for the services performed. The payment to the Consultant shall be made in accordance with Exhibit "B" upon satisfactory completion of all work within 30 days after receipt of an invoice by the District. Total contract amount shall not exceed \$112,557.

<b>Time &amp; Materials</b>	<b>\$109,117</b>
<b>Allowance for Reimbursable Expenses (Time &amp; Material)</b>	<b><u>\$3,440</u></b>
<b>Total Not to Exceed Contract Amount</b>	<b>\$112,557</b>

**1.2 ENUMERATION OF AGREEMENT**

1.2.1 This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Consultant and approved by the Governing Board of the La Cañada Unified School District ("Board"). This Agreement is also comprised of the following documents:

Exhibit "A" Scope of Services  
Exhibit "B" Penco's Revised Proposal as **modified** dated March 26,2018

**1.3 PROJECT TEAM**

1.3.1 The District:

1.3.1.1 Project Architect is: NOT ASSIGNED

1.3.1.2 Program Manager is: Harold Pierre, Linik Corp, (661)621-1318, hpierre@linikcorp.com

1.3.1.4 The District's Program Manager (respective to the phase of the Project) shall be authorized to act on the District's behalf with respect to all aspects of the Project. The District or the District's Designated Representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

1.3.1.5 The Consultant shall be aware that the District Architect or the Program Manager is not able to bind the District and shall communicate and coordinate with the District's Program in all instances

regarding the Project, Project Program, Project Schedule, Project Budget, communication, transfers of information, scheduling meetings, and any District's requests.

1.3.1.6 The Consultant shall communicate with the District through the District's Program Manager or the District's Architect.

1.3.2 The Consultant:

1.3.2.1 Designated Representative is: J Bradley, Survey Manager [JBradley@pencoeng.com; (916) 937-2999]

1.3.2.2 The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project and to bind the Consultant and the Consultant's consultants.

1.3.3 Not Used

#### 1.4 GENERAL TERMS AND CONDITIONS

1.4.1 The District and Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

1.4.2 Licensing Requirements. By signature on this Agreement, the declaration is made by the Consultant is professionally qualified, registered, and licensed to practice in the State of California. In accordance with California law, the Consultant shall sign and stamp all Documents.

1.4.3 The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all concepts, programming, reports, designs, drawings, specifications, and other services furnished under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, deficiencies, or omissions in concepts, programming, reports, designs, drawings, specifications, estimates, and other services.

1.4.4 The District's review, approval, acceptance, or payment for services shall not be interpreted or construed to operate as a waiver of any rights or cause for action arising out of the Consultant's performance of services under this Agreement. The Consultant shall remain liable to the District as allowed by law for any and all costs and/or damages caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

1.4.5 Rights & Remedies. The rights and remedies of the District allowed by law are in addition to any rights and remedies provided in this Agreement.

1.4.6 Relationship. The relationship of the Consultant to the District under this Agreement is that of an Independent Contractor. The Consultant (or the Consultant's consultants) is not an employee of the District, is not carrying out the regular business of the District, and is not subject to the same employment regulations as applicable to employees of the District. Each of the parties will be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the District to the Consultant, the Consultant's employees, or the Consultant's consultants, or the consultants' employees.

1.4.7 Successors and Assigns. The District and the Consultant each bind themselves, their partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither the District nor the Consultant shall assign or transfer his interest in the Agreement without written consent of the other.

1.4.8 Records and Documentation:

1.4.8.1 The Consultant shall be aware that all documentation, including electronic correspondence, in the District's possession is a public record and the District is obligated to make all such records available upon request by any party or individual unless such records meet statutory requirements or California administrative rules for confidentiality.

1.4.8.2 The District shall have access to all records, correspondence, and files of the Consultant, its employees, engineers, and consultants pertaining to the Project. This access shall be continuing and survive the termination of the Contract for either cause or convenience. Such records shall be kept in a generally recognized format for a period of three (3) years from the date of termination of this Agreement or Final Acceptance of the Project by the District. All records shall be available to the District. The District does not consider documents, files, and records in the Consultant's possession or the Consultant's consultants' possession to be public records unless determined to be so by law or unless they come into the District's possession.

1.4.9 The Consultant warrants that he has not employed or retained any person, partnership, or corporation, other than a bona fide employee or principle owner working for the Consultant to solicit or acquire the Project described in this Agreement.

1.4.10 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Consultant.

## **1.5 RESPONSIBILITIES OF THE PARTIES**

### **1.5.1 District Responsibilities:**

1.5.1.1 Unless otherwise provided under this Agreement, the District shall provide information in a timely manner regarding requirements and parameters of the Project. The District shall furnish a preliminary project program setting forth the District's objectives, schedule, constraints and criteria, including necessities and relationships, special equipment, systems and site requirements.

1.5.1.2 The District shall examine documents submitted by the Consultant and shall render decisions pertaining thereto.

1.5.1.3 The District shall furnish the services of consultants other than those designated as part of the Consultant's responsibility or authorize the Consultant to furnish them as a change in service or scope.

1.5.1.4 The District shall furnish accounting and auditing services as may be necessary for the Project as he may require to ascertain how or for what purposes the Consultant has used the funds paid under the terms of this Agreement.

1.5.1.5 If the District observes or otherwise becomes aware of any error, fault, omission, or defect in the Project or non-conformance with the documentation or Plans and Specifications, he shall give prompt notice thereof to the Consultant.

### **1.5.2 Consultant's Responsibilities:**

1.5.2.1 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care, orderly progress of the Project, and in accordance with Exhibit "A".

1.5.2.2 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the District, unless withholding such information would violate the law or create the risk of significant harm to the public. The Consultant shall require similar agreements of the Consultant's consultants to maintain the confidentiality of information specifically designated as confidential by the District.

1.5.2.3 Except with the District's knowledge and express written permission, the Consultant shall not engage in any activity, or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

1.5.2.4 The Consultant shall review laws, codes, and regulations applicable to the Consultant's services. The Consultant shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.5.2.5 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the District. The Consultant shall provide prompt written notice to the District if the Consultant becomes aware of any errors, omissions, or inconsistencies in such services or information.

## **PART 2**

### **2.1 SURVEY REQUIREMENTS**

2.1.1 Time: Subject to limitations stated in this Agreement, the specified services shall be completed in accordance with Exhibit A upon the District's execution of this Agreement or authorization from the District to proceed.

2.1.2 Access and Protection of Property. The Consultant shall contact the District for information regarding access to the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Consultant's entry, including, but not limited to, repair of curbs, sidewalks, lawns and plantings unless otherwise agreed to with the District.

2.1.3 Reports and Drawing Requirements. The Consultant shall sign and seal each report and/or drawing and certify to the best of the Consultant's knowledge, information, and belief that all information thereon is true and accurately shown. Drawings and drawing files shall contain written scale, graphic scale, North arrow (oriented to the top of the sheet), legend of symbols and abbreviations used on the drawing(s), and all dimensions and elevations in English units.

2.1.4 Investigation. The Consultant shall perform topographic surveys and subsurface investigations in accordance with accepted practices and in the quantity and location as coordinated with the District, or the District's Architect/Engineer.

## **PART 3**

### **3.1 OWNERSHIP OF DOCUMENTS**

3.1.1 All documents developed under this Agreement are and shall become the property of the District whether the Project for which they are made is or is not executed. It is understood and agreed that the District and the District's Architect/Engineer is permitted to reproduce the drawings and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

3.1.2 The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Consultant to the District upon Substantial Completion of the Project. Such transfer shall not be construed by the Consultant as a grant for usage nor can it be revoked by the Consultant.

3.1.3 The District agrees to indemnify and hold harmless the Consultant from any and all claims, demands and causes of action of any kind or character arising as a result of reuse of the documents developed under this Agreement.

3.1.4 The District is restricted from using the Consultant's license seal/stamp in any form or manner as part of any reuse of documents developed under this Agreement. The Consultant may not remove its license seal/stamp from the Contract Documents used to construct the Project but may do so from electronic and hardcopy Record Drawings delivered to the District.

3.1.5 The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the confidential or proprietary information regardless of whether or not the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary.

## **3.2 INSURANCE**

3.2.1 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 the Geotechnical Services, 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.

1. 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.

2. 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).

3. General Liability Insurance. The Consultant shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Consultant pursuant to this Agreement ("Liability Policy"). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Consultant pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

4. Automobile Liability Insurance. The Consultant shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

**3.2.2 Consultant Insurance.** All engineers, experts and other consultants employed by or under contract to the Consultant in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in Paragraph 3.2.1 of this Article, unless other standards or requirements are approved by the District in writing. Unless such other insurance standards or requirements are approved in writing by the District, the Consultant's agreements with its consultants shall contain provisions making them subject to the requirements set forth in Paragraph 3.2.1 of this Article.

The Consultant shall procure and maintain through termination or Final Acceptance of the Project, Workers Compensation Coverage and commercial liability insurance for protection from claims, actions, damages, and liabilities due to or arising out of bodily injury, automobile accidents, personal injury, sickness, disease, death, or other incidents for himself and all his employees and from claims, action, damages, and liability to or destruction of property arising out of services provided under this Agreement.

**3.2.3 Indemnification and Hold Harmless.** For purposes of this Paragraph, the term "District" is deemed to include its Board members, officers, employees and agents. The Consultant hereby agrees that it shall indemnify and defend the District, and hold the District harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorneys fees and expenses, liabilities, losses, damages and injuries of any kind (including those related to any injury to property or to the injury or death of any person) that in any manner arise out of, or pertain to negligence, recklessness, or willful misconduct of the Consultant or its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement or the performance of the Geotechnical Services. The obligations of the Consultant set forth in this Paragraph shall survive termination of the Agreement with respect to Geotechnical Services provided prior to termination or expiration of this Agreement. However nothing above requires the Consultant to pay for or be responsible in any manner to the District for intentional or negligent acts of the District. The District shall indemnify and hold harmless the Consultant from and against all damages, claims and liability arising out of the negligent acts, errors, or omissions of the District, its officers, agents, consultants, and employees, including all judgments, awards, losses, expenses, costs and attorneys' fees.

**3.2.4 Equal Opportunity Employment.** The Consultant shall be familiar with and be responsible for and adhere to all Federal and State requirements regarding employment practices. All hiring and other employment practices of the Consultant shall be in accordance with Federal Equal Employment Opportunity laws, requirements and regulations and shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

**3.2.5 Personnel Expenses** pertaining to mandatory or customary contributions and benefits related to employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions are entirely the responsibility of the Consultant.

### **3.3 TERMINATION OR SUSPENSION OF THIS AGREEMENT**

**3.3.1** The District or Consultant may terminate this Agreement upon giving written notice to the other that such party has defaulted and failed to fulfill its obligations under this Agreement. The written notice must contain an itemized description and accounting of default and failure. In the event of such default, the Consultant or District shall allow ten (10) calendar days for corrective action or submission of a corrective action plan. The ten (10) days shall be based upon the date of receipt of the notice by the other party. Should no satisfactory corrective action be taken or acceptable corrective action plan be provided by the defaulting party, the other shall have right to terminate the Agreement.

**3.3.2** The District may terminate this Agreement without cause or for convenience at any time upon giving written notice to the Consultant. If the Agreement is terminated without cause, the Consultant shall be compensated for all services rendered prior to receiving the written notice.

3.3.3 If the Consultant fails to fulfill his obligations and the Agreement is terminated, the District may prosecute the Project to completion by contract or other means available. The Consultant shall be liable to the District for any and all additional costs incurred due to the Consultant's failure to perform. The rights and remedies available to the District provided herein are in addition to any and all other rights and remedies provided by law or equity.

3.3.4 If the District fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination subject to the written notice provision above or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall also give ten (10) days written notice to the District. In the event of a suspension of services, the Consultant shall have no liability to the District for delay or damage caused the District because of such suspension of services. The Consultant shall resume services upon corrective action or submission of a corrective action plan by the District.

3.3.5 The Consultant cannot terminate this Agreement or suspend services if the Project is suspended or delayed by the District. The District shall notify the Consultant concerning any suspension or delay and may direct the Consultant to suspend services accordingly.

3.3.6 Any and all expenses, termination costs, anticipated overhead and profit, and consequential costs as a result of termination of this Agreement are specifically excluded and shall not be due the Consultant.

### **3.4 MISCELLANEOUS PROVISIONS**

3.4.1 Election to Arbitrate. In the event of any dispute between the parties related to the interpretation or enforcement of this Agreement, the parties may agree to submit such dispute to arbitration, either binding or non-binding, for resolution by a neutral third-party arbitrator. In the event the parties elect to arbitrate any such dispute, the parties shall attempt to agree upon a retired judge of the Superior Court in and for the County of Los Angeles. If the parties are unable to agree on an arbitrator within thirty (30) days of the receipt of a request for arbitration, they shall request that the presiding judge of the Superior Court designate an arbitrator. Any agreement to arbitrate shall specify the parties' agreement as to the procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory and case law that is applicable to the dispute. The District and the Consultant shall each pay one-half (1/2) the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs related thereto. If the parties have elected binding arbitration and either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of its costs to a reasonable attorney's fee to be fixed by the court.

3.4.2 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Consultant shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment by the Consultant without District consent shall be invalid.

3.4.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Arbitration, action or other proceeding arising from or related in any way to this Agreement shall be conducted only in the County of Los Angeles.

3.4.4 Incorporation of Recitals and Exhibits. All recitals set forth herein, and all exhibits attached hereto or referenced herein, are hereby incorporated as effective and operative parts of this Agreement.

3.4.5 Consultant Not Officer or Employee of District. The District hereby retains Consultant on an independent contractor basis. The Consultant shall not be deemed or construed to be an employee of the District for any purpose whatsoever, including, but not limited to, for income tax purposes, and the Consultant is not entitled to the rights or benefits afforded to District's employees. Except as agreed by the parties and set forth in this Agreement, the Consultant shall have the sole discretion to determine the manner in which it will perform the Geotechnical Services. Any additional personnel performing the Geotechnical Services on behalf of Consultant also shall not be deemed or construed to be employees of the District, and shall at all times be under Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Geotechnical Services and as required by law. The Consultant shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation Insurance.

3.4.6 No Third-Party Rights. The parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

3.4.7 Time of Essence. Time is of the essence with respect to this Agreement and each provision herein.

3.4.8 Captions and References. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent or any Article, section, subsection, paragraph, or other provision of this Agreement. Any reference in this Agreement to an Article, section, subsection or paragraph, unless specified otherwise, shall be a reference to an Article, section, subsection or paragraph of this Agreement.

3.4.9 Drafting of Agreement. In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof.

3.4.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding concerning the provision by the Consultant to the District of Geotechnical Services for the Project, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each party acknowledges that the other party and the other party's agents, attorneys and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

3.4.11 Severability. If any Article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, sections, subsections, paragraphs, sentences, clauses and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null or void language, continue in full force and effect.

3.4.12 Waiver. The failure of a party at any time to require a performance by any other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a party shall not be deemed



to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

**3.4.13 Conflicting Provisions.** In the event that provisions of any exhibit incorporated into this Agreement conflict in any way with the provisions set forth in this Agreement, the provisions herein shall control over the exhibits with respect to the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the Geotechnical Services.

**3.4.14 Amendment.** This Agreement may be amended or modified only by means of a writing duly executed by the parties and approved by the Board.

**3.4.15 Prevailing Wages.** The Consultant acknowledges the requirements of Labor Code Section 1770 *et seq.*, which would require the payment of prevailing wages if the Services or any portions thereof are determined to be a "public work" as that term is defined in the Labor Code. The Consultant shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents and consultants from and against any claim or liability, including, without limitation, attorneys' fees and costs, arising from or related to any failure or alleged failure of Consultant to comply with Labor Code Section 1770 *et seq.*

**3.4.16 Equal Opportunity Employment.** The Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**3.4.17 Notices.** 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**

Mark Evans  
Assistant Superintendent of Business &  
Administrative Services  
4490 Cornishon Avenue  
La Canada, CA 91011

**CONSULTANT**

J Braley, PLS  
Survey Manager  
16842 Von Karman Avenue, Ste 150  
Irvine, CA 92606

**3.4.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**3.4.19 Due Authority of Signators.** Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the party that he or she represents to enter into this Agreement on behalf of that party.

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

*La Cañada Unified School District*

*Consultant*

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The scope of services required by this RFP includes some or all of the following services:

#### **TOPOGRAPHIC SURVEY REQUIREMENTS**

The Engineer shall perform survey work to determine all surface features at or below ground elevations at the locations listed above to include surrounding streets as may be necessary to develop plan and profiles and site plans for the master plan projects. The Engineer may choose to utilize Global Positioning System (GPS) data for mapping of x-y coordinates. The scope of the surveying work shall include, but not be limited to:

- Determining boundary conditions (site property boundary, temporary and permanent servitude widths determined, and rights-of-way-widths).
- Confirming existing facilities controls and elevations with current survey and Establishing additional survey control points where required.
- Performing field survey in State Plane Coordinate control. All existing surface features within the project limits shall be shown. Surface features include, but are not limited to, edge of pavement, pavement type, curb, gutter, sidewalks, retaining walls, driveways, parking lots, utility poles, utility towers, overhead electric lines, pavement markings (including type of pavement marking), traffic lights, traffic signs, all other signs, tree type and trunk diameter, drainage channels (including invert and water surface elevations at sewer line crossing), water bodies (ditches, streams, creeks, rivers, ponds, etc.) including invert and water surface elevations at sewer line crossing, railroads, structures, bridges, columns, telephone boxes, fences, gates, and all other surface features. The size and type of all surface features shall be shown.
- Identify and develop site contour mapping.
- Defining legal issues and constraints (ownership, zoning, servitudes, etc.).
- Obtaining parcel maps and ownership information within the project limits. Property corner surveys shall be conducted within the project limits. All existing lot numbers and plat information shall be shown.
- Field surveying pavement match points (curbs, gutter, sidewalk, pavements, etc.).
- Researching and showing records of existing adjacent public utility systems.

#### **Basic Services**

Each survey shall be signed and sealed by a California Licensed Land Surveyor and shall include the following information as may be appropriate and applicable:

1. Show boundary and easements (based on client supplied title report) if any. Show and describe boundary and easements. Include bearings and distances. AutoCAD line properties shall match bearings and distances of legal boundaries.
2. State elevation datum, based on local standard.

3. Provide a minimum of two Benchmarks. Show set and known vertical control points on drawing.
4. Show north arrow and locate north to the top of page.
5. Include legend of symbols and abbreviations.
6. Drawings shall note all dimensions and elevations in one inch = 20 feet scale.
7. AutoCAD files shall be drawn in a real-world scale (one AutoCAD unit = one foot).
8. AutoCAD layers shall be appropriately separated and named.
9. AutoCAD elevations to be digitally recorded at actual elevation.
10. Provide an electronic file DTM Land Development Surface (XML format preferred) with digital line work, points, and break lines used to create the topography.
11. Provide summary table identifying utility purveyors.
12. Spot elevations on hard surfaces shall be to the nearest 0.01'; spot elevations on other surfaces shall be to the nearest 0.10'.
13. Provide one-foot contours over entire map. Provide spot elevations at all surface features and at a ten-foot grid.
14. Show all existing surface features, including pavement types (asphalt, concrete, decomposed granite, pavers, etc.) and boundaries of said pavements.
15. Show flowlines of all swales, gutters, etc.
16. Show striping of parking lots.
17. Show all landscape areas of features (shrubs, bushes, art, kiosks, etc.).
18. Show all trees of two-inch trunk diameter and greater. Include caliper size, drip line, and tree type. Provide spot elevation at base of trunk.
19. Show fences and walls (including top and base of wall elevations).
20. For streets, show spot elevations at 50-foot intervals cross-including back of walk, top of curb, gutter flowline, and edge of gutter.
21. Private Utilities (See Utilities Survey Section below) - Provide above and below grade utilities based upon surface information, and client supplied record documents. Include location, size and depth. Field obtain inverts for all gravity lines at catch basins, manholes, and cleanouts and include direction of flow.
22. Show all public and private utility meters, utility poles, tanks, valves, hydrants, vaults, pull boxes, etc. Items shall be drawn to scale.
23. Locate light poles. Distinguish between pedestrian lights, Cobra lights, and signal poles.
24. Provide spot elevations at all surface features and at a ten-foot grid.

## UTILITIES SURVEY

The Consultant shall collect as-built utility drawings and utility inventory from the District (where and if available). Surveyor shall collect as-built drawings from the City of La Cañada, and Los Angeles County, and Sanitation District (s) for adjacent streets and public utilities. The work shall include:

- Plotting all existing utilities
- Field surveying and showing on drawings all underground features and utilities within the sites. These include, but are not limited to, sanitary and storm sewers, water, gas, electric,

telephone, cable, fiber optic, traffic loops, services (water, sewer, gas, and all other services), manholes (including top and invert elevation), utility vaults (including top and invert elevation), valve boxes (water valves, sewer valves, gas valves, and all other valves, including top and invert elevations), storm inlets (including top and invert elevation), junction boxes (including top and invert elevation), utility appurtenances, cleanouts, water meters, lift stations (wet wells, dry wells, and above- ground piping and valves, including top and invert elevations for wet wells and dry wells and surface drains and centerline elevations for above-ground piping and valves), septic systems, storage tanks, and all other underground features. The type, size, alignment, depth, and top and invert elevations of the underground features shall be noted. Slopes and flow lines shall be noted for existing sewer lines. Materials of construction of underground utilities shall be provided where available.

The surveyor shall collect all visible utilities and utility markers and show them on the survey plans. The surveyor shall use the following techniques and technologies or other equivalent to locate underground utilities:

- Ground penetrating radar (GPR),
- Radio-frequency locators (i.e. not basic CATs) in active & passive modes,
- Cover lifting, threading, signal induction.
- Topographical Surveying to geo-reference/ accurately record the findings

If additional utility location activities are necessary to resolve conflicts at the project locations, such as potholing, the surveyor shall discuss these services with the District prior to performing the work. Potholing shall be performed as additional services and are not included in the lump sum proposal pricing.

## **DELIVERABLES**

1. Maps showing property line, structures, topographic data, and all of the above, plotted on 24" x 36" stamped paper copies including, north arrow, legend, and scale (both written and graphic).
2. Digital copy of survey in Civil 3D or higher shall be provided on a CD-Rom, or USB drive, with the survey at 1:1 in model space. Original spot shots including point, description, and elevation information shall be included.
3. Report. The following shall be included in the Report:
  - a. The engineer/surveyor shall submit a signed and dated written report covering each applicable item of the Scope of Services that cannot be clearly shown on the drawings or that requires explanation or clarification. The report shall be available in Adobe PDF.
  - b. A description of any building or zoning restrictions, height requirement, building set-back requirement, restrictive covenant or ordinance which might affect construction on the property, and construction of boundary walls, fences and other improvements.

- c. Reference to historic landmarks, proximity to historic districts and archeological sites or artifacts if applicable.
- d. Indicate locations on site of water ponding, soil erosion or unusual site conditions that can restrict or impede land development.

#### **GENERAL REQUIREMENTS**

All work included under Basic Services and Additional Services must be completed and a final product must be received within sixty (60) days from the date of authorization to proceed.

NOTE: Surveyor will be required to submit a draft survey for review within 45 days of the commencement of the contract, and shall be responsible for making any revisions or additions as required.



March 26, 2018

PN: 99035.18

La Canada Unified School District  
c/o Mark Evans.  
4490 Cornishon Ave.  
La Canada, CA 91011

RE: **PROPOSAL FOR SURVEYING SERVICES**  
 **BOUNDARY, GROUND SPECIFIC TOPOGRAPHY, AND GPR SURVEY**  
**24 SCHOOLS – SEE BELOW**  
**LA CANADA, CALIFORNIA**

Dear Mr. Evans:

Thank you for inviting **PENCO Engineering, Inc.** (PENCO) to submit this proposal for surveying services you require for the above referenced project. Per our discussions I have modified the scope and phasing of these projects. Penco shall upon the notice to proceed (NTP) provide;

**PHASE 1**

1. Horizontal, Vertical, and Boundary Control
2. Aerial Survey
3. Review and plot client provided Title Report Exceptions if this option is chosen.

Upon completion of the above tasks Penco will forward all data to client and clients representatives to target specific areas for further detailed field survey tasks.

**PHASE 2**

1. Provide Ground Specific Topography in client targeted areas on each school site.
2. Provide control and coordination for the targeted Ground Penetrating Radar surveys for each school site.
3. Compile all Phase 1 and Phase 2 data into one set of drawings.

Penco Engineering has used this phasing format for several other school districts in the southland with great success. It allows for an overall aerial topography of each site followed by a targeted approach on the specific areas of concern for the more labor-intensive ground specific topography surveys.

**INLAND EMPIRE**

255 E. Rincon Street, Suite 114  
Corona, CA 92879  
951-736-2040 • Fax 951-736-5292

**IRVINE**

16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
949-753-8111 • Fax 949-753-0775  
[www.pencoeng.com](http://www.pencoeng.com)

**SAN DIEGO**

11440 West Bernardo Court, Suite 300  
San Diego, CA 92127  
858-753-1800 • Fax 858-753-1803

Penco Engineering is proposing per the RFP on the following 4 school sites the scope of services section will apply to all school sites.

~~La Cañada Elementary School (Exhibit A)~~  
~~4540 Encinas Dr, La Cañada, CA 91011~~

Palm Crest Elementary School (Exhibit B)  
5025 Palm Dr, La Cañada, CA 91011

Paradise Canyon Elementary School (Exhibit C)  
471 Knight Way, La Cañada, CA 91011

~~La Cañada High School (Exhibit D)~~  
~~4463 Oak Grove Dr, La Cañada, CA 91011~~

PENCO will provide these services for a  
Time and Materials Fee Not to Exceed ~~\$275,145.00~~ \$109,117  
With a reimbursable budget of ~~\$6,879.00~~ \$3,440

Please indicate your approval by signing and returning this letter. Feel free to contact me at (916) 837-2999 or [jbraley@pencoeng.com](mailto:jbraley@pencoeng.com) should you have any questions regarding this proposal.

Once again, thank you for this opportunity. I look forward to working with you on this project.

Sincerely,  
**PENCO Engineering, Inc.**



J Braley, P.L.S.  
Survey Manager

Accepted and Approved:

\_\_\_\_\_  
La Canada USD

\_\_\_\_\_  
Date

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# SCOPE OF SERVICES ALL SITES

## 1. Research & Project Set Up

PENCO shall obtain copies of record data maps (i.e.: Tract Maps, Parcel Maps and Records of Survey), Corner Records, Centerline Tie Notes and Benchmarks with the City of La Canada and County of Los Angeles. PENCO shall provide necessary project coordination, survey crew coordination and office support calculations to dispatch survey crews with all necessary support data.

## 2. Horizontal, Vertical & Boundary Control

PENCO shall re-establish project horizontal and vertical control previously used on this project. A verification of existing site survey monuments shall be made as a means of establishing the project limits relative to the street center lines of record.

## 3. Aerial Topography and Control with Ortho Photo

### A. Aerial Ground Control

PENCO shall coordinate with our Aerial Mapping Consultant to provide aerial flight and topographic map of the project site. PENCO shall place the required number of photo ground control targets to facilitate and satisfy current topographic mapping standards in accordance with American Congress of Survey and Mapping (ACSM) and American Society for Photogrammetry and Remote Sensing standards of 2011. The aerial topography will include the following:

1. 1:40 scale mapping with one foot contour interval;
  2. One Hundred foot spot elevations;
  3. Aerial Mapping to include a one hundred foot out from the project property lines;
- Ortho Photo will include imaging one hundred feet out from the project property line

## 4. Site Topography

### Field Locations & Elevations

PENCO shall obtain ground specific field locations and elevations in accordance with the project RFP within the defined mapping limits. Surface features include, but are not limited to, edge of pavement, pavement type, curb, gutter, sidewalks, retaining walls, driveways, parking lots, utility poles, utility towers, overhead electric lines, pavement markings (including type of pavement marking), traffic lights, traffic signs, all other signs, tree type and trunk diameter, drainage channels (including invert and water surface elevations at sewer line crossing), water bodies (ditches, streams, creeks, rivers, ponds, etc.) including invert and water surface elevations at sewer line crossing, railroads, structures, bridges, columns, telephone boxes, fences, gates, and all other surface features. The size and type of all surface features shall be



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shown.

### **Compile Topographic Survey Map**

PENCO shall prepare a detailed Topographic Survey Map based upon on the ground locations and elevations within the defined mapping limits in accordance with the American Congress of Surveying & Mapping (ACSM) 2016 mapping requirements for the project specified area.

Said mapping shall include:

1. A scale of 1' = 20';
2. One Foot (1.0') Contours;
3. Twenty-five (25') foot spot elevations;
4. Hardscape areas & sidewalk paths;
5. ADA paths of travel;
6. Identification of visible field located utilities and existing utilities as discovered by means of project research.

### **5. Ground Penetrating Radar (GPR) Survey**

PENCO shall coordinate with sub consultant, C Below, to provide a comprehensive utility investigation of all utilities within the yellow outlined work area of the site (see attached exhibit). The purpose of this investigation is to find all existing utilities to quality Level B. C Below will mark the results on the ground showing the horizontal and vertical indications of the utilities. Lines that are non-conductive or are blocked and cannot be located by GPR will require potholing services (not included in this bid). Manholes or access points that are blocked or inaccessible will not be located by C Below. Each utility must have clear access. Lines that do not have access may require potholing services which is not included in this bid. Irrigation lines are not included in this scope. This price excludes CCTV investigation and Video of any lines. At the completion of this project the client will be provided a comprehensive utility map in CAD and PDF.

### **6. Plot Utility As-Built (From Plans By Others) (Estimate)**

The Consultant shall collect as-built utility drawings and utility inventory from the District (where and if available). Surveyor shall collect as-built drawings from the City of La Cañada, and Los Angeles County, and Sanitation District (s) for adjacent streets and public utilities if available.

### **Optional Services - Review Title Report and Exceptions (PTR Provided by Others)**

PENCO shall review the title reports, which will be provided by others, and plot the exceptions and easements shown therein. The cost of this line item is based upon an average title report length of 20 pages with 20-30 exceptions each. In the event a title report exceeds the anticipated size or complexity extra charges may apply (Client will be notified before any extra work is commenced).

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## **ASSUMPTIONS & EXCLUSIONS**

### **A. Additional Services**

The work to be performed is strictly limited to those items detailed in the Scope of Work above and the project Exhibits "A" through "D" and a total number of trips to the project not to exceed 34. All work not set forth in the Scope of Work and the project RFP shall be deemed additional work. Should additional work be required, it is the responsibility of Torrance Unified School District to initiate negotiations for such work. Additional Work will be charged at our regular hourly rates, per the attached Fee Schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Torrance Unified School District.

Items of work that are not clearly defined prior to the authorization to proceed will be performed on a Time and Materials (T&M) basis per the attached Fee Schedule or upon such lump sum addition to the contract, as agreed upon by Torrance Unified School District prior to proceeding with such items of work.

### **B. Contract Payment and Reimbursable Expenses**

1. Payments are due and payable according to monthly billings as the work progresses. Amounts over 30 days past due will be subject to 1.5% per month service charge.
2. Courier service, blueprinting, and reproduction costs shall be at Torrance Unified School District's expense and include a 15% handling fee, and shall be invoiced on a monthly basis.

## FEE BREAKDOWN

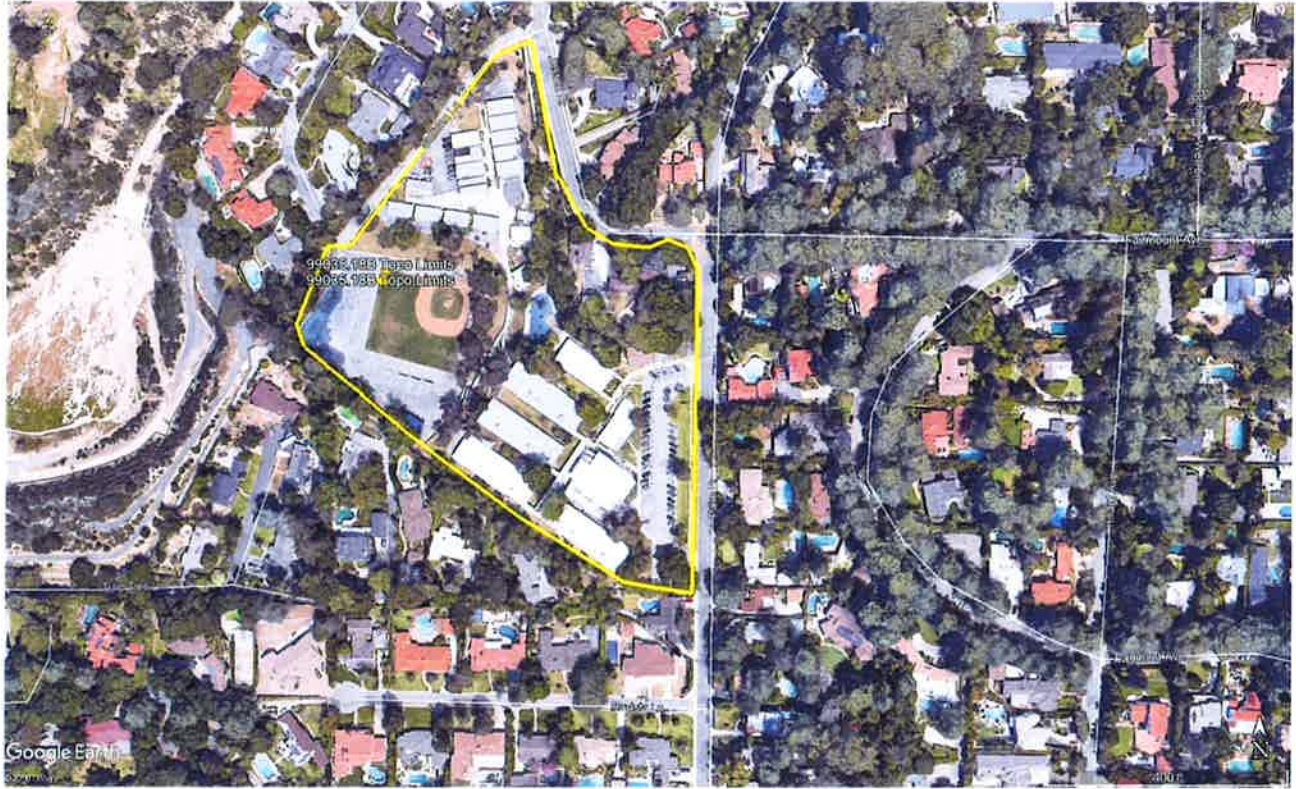
DESCRIPTION	# TRIPS	SPM	PA	SPS	SST	ST	SC2 PW	SUB	TOT. HRS.	TOTAL FEE
		210	100	160	120	95	280			
<b>La-Canada-ES Exhibit "A" (6-acres)</b>									0	\$0
Research and Project Setup		4	4						5	\$940
Horizontal, Vertical & Boundary Control	1	2		8					19	\$4,220
Aerial Site Survey	4	4	4			8	9	\$2,205	19	\$5,795
Ground Specific Topography Survey	3	4	4		6	40	27		75	\$12,390
GPR Survey		2	4			8	4	\$15,183	15	\$17,583
Plot Utilities from As-Built Plans by others		4	4		16				21	\$2,860
<b>Subtotal</b>	5	14	5	8	22	56	49		154	\$43,788
<b>Palm Crest ES Exhibit "B" (8 acres)</b>									0	\$0
Research and Project Setup		4	1						5	\$940
Horizontal, Vertical & Boundary Control	1	2		8			9		19	\$4,220
Aerial Site Survey	1	1	1			8	9	\$2,415	19	\$6,005
Ground Specific Topography Survey	4	1			6	54	36		97	\$16,140
GPR Survey		2	1			8	4	\$16,774	15	\$19,174
Plot Utilities from As-Built Plans by others		4	1		16				21	\$2,860
<b>Subtotal</b>	6	14	4	8	22	70	58		176	\$49,339
<b>Paradise Canyon ES Exhibit "C" (9 acres)</b>									0	\$0
Research and Project Setup		4	1						5	\$940
Horizontal, Vertical & Boundary Control	1	2		8			9		19	\$4,220
Aerial Site Survey	1	1	1			8	9	\$2,415	19	\$6,005
Ground Specific Topography Survey	4	1			6	54	36		97	\$16,140
GPR Survey	1	2	1			8	4	\$21,693	15	\$24,093
Plot Utilities from As-Built Plans by others	1	4	1		16				21	\$2,860
<b>Subtotal</b>	8	14	4	8	22	70	58		176	\$54,258
<b>La-Canada-HS Exhibit "D" (33-acres)</b>									0	\$0
Research and Project Setup		2	4						3	\$520
Horizontal, Vertical & Boundary Control	1	2		8			9		19	\$4,220
Aerial Site Survey	4	4	4			8	9	\$3,990	19	\$7,580
Ground Specific Topography Survey	12	4			6	162	108		277	\$46,560
GPR Survey	4	2	4			8	4	\$63,620	15	\$66,020
Plot Utilities from As-Built Plans (By Others)		4	4		16				21	\$2,860
<b>Subtotal</b>	15	12	4	8	22	178	130		354	\$127,760
<b>Optional Items Review Client Provided Title Reports</b>									0	\$0
La-Canada-ES		4		12					16	\$2,760
Palm Crest ES		4		12					16	\$2,760
Paradise Canyon ES		4		12					16	\$2,760
La-Canada-HS		4		12					16	\$2,760
									0	\$0
<b>TOTALS</b>	34	54	17	32	88	374	295	\$0	860	

Sub-Total ~~\$275,145~~ **\$109,117**

Reimbursables ~~\$6,879~~ **\$3,440**

**TOTAL \$282,024 \$112,557**

## EXHIBIT B





## EXHIBIT C



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# HOURLY RATES

Effective January 1, 2018 through December 31, 2018

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 230.00
Engineering Manager	\$ 210.00
Survey Manager	\$ 210.00
Senior Project Manager	\$ 195.00
Project Manager	\$ 185.00
Senior Project Engineer	\$ 165.00
Project Engineer	\$ 155.00
Senior Design Engineer	\$ 140.00
Design Engineer	\$ 125.00
Associate Engineer	\$ 105.00
Project Assistant	\$ 100.00
Senior Project Surveyor	\$ 160.00
Project Surveyor	\$ 135.00
Senior Survey Technician	\$ 120.00
Survey Technician	\$ 95.00
2-Man Survey Crew	\$ 230.00
2-Man Survey Crew Prevailing Wage	\$ 280.00
1-Man Survey Crew	\$ 175.00

Any work performed after the above date shall be billed under new fee schedule rates at a 3% increase.  
A new fee schedule will be issued on or before December 31<sup>st</sup> of each year.

## REIMBURSABLE COSTS

Reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; Mylars; and CDs, not included in scope of work.

All reimbursable costs shall be billed at cost plus 15%

Mileage shall be billed at the current IRS standard mileage rate

All accounts are due net 30 days from the date of invoice

Outstanding accounts shall be charged 1.0% per month

All required overtime work shall be billed at 150% of the hourly rate