

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
CEQA CONSULTANT**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 25th day of September 2018 by and between the **La Cañada Unified School District** ("District") and **FCS International, Inc. (dba FirstCarbon Solutions)** ("Consultant") (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide California Environmental Quality Act (CEQA) compliance services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"). This Agreement shall cover multiple projects or sites.
2. **Term.** The term of this Agreement shall be for three (3) years, commencing October 1, 2018 and ending September 30, 2021 unless this Agreement is terminated and/or otherwise cancelled prior to that time or the Term is extended in writing by the District.
3. Upon receipt of a Notice to Proceed from the District, Consultant shall prepare and submit to the District a detailed schedule or workplan describing the activities and timeline for the specific project. Consultant shall commence providing services under this Agreement on October 1, 2018 and will diligently perform as required and complete performance in accordance with the approved schedule/workplan.
4. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificates, and endorsements of insurance required 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 Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

5. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement on a Time & Materials basis at the hourly labor rates listed in Exhibit A for actual work performed. The total contract amount is not to exceed One Hundred Fifty Thousand Dollars (\$150,000). District shall pay Consultant according to the following terms and conditions:
 - 5.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 5.2. If Consultant works at more than one site, Consultant shall invoice for each site separately.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 6.1. Reprographics/Printing Services
 - 6.2. Subcontractor's Fee

6.3. Fees charged to FirstCarbon Solutions by outside agencies in connection with project

7. **Materials.** 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.

8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

9. **Performance of Services.**

9.1. **Standard of Care.** 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. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

10. **Originality of Services.** Except as to standard generic details, 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 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 that submitted to Consultant by District as a basis for such services.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination.**

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing

the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of defense costs incurred by District ("claim"), to the extent caused by the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15.15. **Insurance.**

- 15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance.**

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services 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 any portion of the Services.

15.1.3. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to Consultant's profession.

15.2. Proof of Insurance. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. 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 District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.3. 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 otherwise acceptable to District.

16. Assignment. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

17. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District.

18. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant 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.

20. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
21. **Fingerprinting of Employees.** Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Consultant shall not permit any employee to have any contact with District pupils until such time as Consultant has verified in writing to the governing board of District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent contractors of Consultant. Verification of compliance with this section shall be provided in writing to District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
22. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
23. **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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. 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 beyond the termination of this Agreement.

27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

La Cañada Unified School District
4490 Cornishon Ave.
La Cañada, California 91011
Email: Mevans@lcsd.net
ATTN: Mark Evans

Consultant:

FirstCarbon Solutions
16 N. Marengo Avenue, Suite 303
Pasadena, California 91101
Lnavarro@fcs-intl.com
ATTN: Luis Fernando Navarro

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 business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

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.

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 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 law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney's 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. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
36. **Captions and Interpretations.** Paragraph 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, and this Agreement shall be construed as if jointly prepared by the Parties.
37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
38. **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 authority and empowered to enter into this Agreement.
39. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
40. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2018

La Cañada Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: September 17, 2018

FirstCarbon Solutions

By: _____

Print Name: Luis Fernando Navarro

Print Title: Director

Digitally signed by Luis Fernando Navarro
DN: cn=Luis Fernando Navarro, o=FirstCarbon Solutions
Inc., ou=FirstCarbon Solutions, email=luis@firstcarbon.com
Date: 2018.09.17 16:53:11 -0700

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: 16 N. Marengo Ave., Suite 303
Pasadena, CA 91101

Telephone: +1-714-508-4100

Facsimile: +1-714-508-4050

E-Mail: Inavarro@fcs-intl.com

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

95-3782289 _____:

Employer Identification and/or
Social Security Number

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, District requires Consultant to furnish the information requested in this section.

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant must provide on as needed basis, at a minimum, the full scope of services set forth below:

- Prepare all studies and documentation necessary to initiate, process, review, and ultimately obtain certification of a Project Environmental Impact Report or other appropriate environmental documentation (e.g. Negative Declaration, or Categorical Exemptions) and all required permits that will environmentally-clear approval and implementation of the Project in compliance with CEQA and all applicable environmental requirements, including but not limited to CEQA and all applicable environmental laws, regulations, and requirements emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, Air Quality Management District, State of California and Regional Water Quality Control Board, California Department of Transportation ("CalTrans"), California Department of Fish & Game, and other local agencies as applicable. Such documentation will include an initial study, notices, mailings, technical reports, exhibits, the Draft and Final EIR (if necessary), findings, approval documents, mitigation monitoring plan, and other documentation, and studies, as required to complete the CEQA process. Services will likely include, but are not limited to, the following:
 - Conduct appropriate scoping activities to identify issues and define the proposed Project and alternatives for analysis; meet on an ongoing basis as appropriate with community and affected agency representatives, district administrators, master planners, and associated consultants already under contract at District; prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the appropriate environmental clearance, and if necessary, the EIR;
 - Prepare and distribute the initial study and notice of preparation;
 - Prepare administrative draft environmental documents;
 - Prepare and circulate draft environmental documents;
 - Assist in conducting public hearings and meetings, as required;
 - Prepare administrative EIR document;
 - Present draft and final report to the Board; and
 - Prepare the Final EIR with responses to comments, findings of fact and statement of overriding considerations (if applicable), mitigation monitoring program, certifying resolution, notice of determination and related documentation.
- Ensure that the District fully complies with CEQA with respect to the Project, including, without limitation, all procedural requirements and notices as part of the CEQA process for a public school project.
- Respond to responsible agency and public comments concerning the environmental impacts of the Project.

- Attend and participate in any public hearings.
- Serve as District's advisor for the Project with regard to compliance with all laws and regulations concerning the environment which are applicable to the acquisition or expansion of a public school site and the construction of a public school or public school facilities, including without limitation, Public Resources Code section 21000 et seq., Government Code section 65402, and Education Code section 17210 et seq. 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.

EXHIBIT "B"
HOURLY BILLING RATES

6. FEE PROPOSAL

FirstCarbon Solutions Hourly Labor Rates

FCS Personnel	Hourly Labor Rate (\$)
Director I/Product Development Director	\$240
Associate Director/Senior Team Leader II/Senior Program Leader II	\$220
Legal Counsel	\$190
Senior Team Leader I/Senior Program Leader I	\$210
Senior Project Manager III/Senior Scientist III/Senior Regulatory Scientist III	\$190
Senior Project Manager II/Senior Scientist II/Senior Regulatory Scientist II	\$180
Senior Project Manager I/Senior Scientist I/Senior Regulatory Scientist I	\$160
Project Manager III/Scientist III/Regulatory Scientist III	\$150
Project Manager II/Scientist II/Regulatory Scientist II	\$140
Project Manager I/Scientist I/Regulatory Scientist I	\$130
Assistant Project Manager II/Assistant Regulatory Scientist II	\$120
Assistant Project Manager I/Assistant Regulatory Scientist I	\$110
Environmental/Technical/Regulatory Analyst III	\$95
Environmental/Technical/Regulatory Analyst II	\$80
Environmental/Technical/Regulatory Analyst I	\$70
Publications Coordinator/Technical Editor	\$100
Senior Graphic Designer/GIS Manager	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$100
Graphic Designer	\$90
Word Processor	\$95
Administrative Assistant/Accounting/Clerical	\$60
Reprographics Assistant	\$75
Intern	\$55

Other Labor Rates

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at [REDACTED] above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

Luis Fernando
Navarro

Digitally signed by Luis Fernando Navarro
DN: cn=Luis Fernando Navarro, o=FCS International, Inc., ou=ES, email=lnavarro@fcs-intl.com, c=US
Date: 2018.09.18 13:45:57 -07'00'

Direct Expenses

Direct costs and out-of-pocket expenses are billed as follows:

1. Out-of-pocket expenses, including, but not limited to, travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS, plus a 10% administrative fee.
2. Subcontractors' fees: Cost, as charged to FCS, plus a 10% administrative fee.
3. Passenger cars: \$0.545 per mile. (Applicable only when travel distance exceed 50 miles)
4. Four-wheel drive vehicles: \$75 per day (\$0.545 per mile). (Applicable only when travel distance exceed 50 miles)
5. Reprographic/Printing Services
 - Black & White prints (8.5 x 11–11 x 17) \$0.06 to \$0.12/page
 - Color prints (8.5 x 11–11 x 17) \$0.75 to \$1.25/page
 - See Reprographics Fee Schedule for additional services/charges (provided upon request).
6. Records checks: Fees vary by facility and project.
7. Museum curation: Fees vary by District and project.
8. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS.
9. Per Diem: Fees charged at the USA Federal (GSA) Rate. Lodging surcharge may apply in high-rate areas.
10. US Fish and Wildlife Services/CDFW impacts or mitigation fees: Cost, as charged to FCS.

Terms

Compensation and direct expenses are invoiced monthly and payable upon receipt or as codified in project-specific contract.

Subconsultant Hourly Labor Rates

Subconsultant rates are available upon request (To be provided with project workplan when directed.)

Luis Fernando
Navarro

Digitally signed by Luis Fernando
Navarro
DN: cn=Luis Fernando Navarro,
o=FCS International, Inc., ou=ES,
email=lnavarro@fcs-intl.com, c=US
Date: 2018.09.18 13:46:20 -0700

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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 Services of this Agreement.

Date: September 17, 2018

Proper Name of Consultant: FCS International, Inc.

Signature: Luis Fernando Navarro
Digitally signed by Luis Fernando Navarro
DN: cn=Luis Fernando Navarro, o=FCS International, Inc., ou=US,
c=United States of America, email=luis@fcsintl.com, serial=1
Date: 2018.09.17 16:57:19 -0700

Print Name: Luis Fernando Navarro

Title: Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- ☐ 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 Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ 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 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 Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 Agreement is attached hereto."*

- ☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all 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 of Consultant 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: _____

District Representative's Signature: _____

I am a representative of Consultant entering into this Agreement with District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: September 18, 2018

Name of Consultant: FCS International, Inc.

Signature: Luis Fernando Navarro

Print Name and Title: Luis Fernando Navarro, Director

Digitally signed by Luis Fernando Navarro
DN: cn=Luis Fernando Navarro, o=FCS International, Inc., ou=US
email=lfernando@fcsintl.com, c=US
Date: 2018.09.18 11:05:00 -0700