

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into this 1st day of December 2018, by and between **the La Cañada Unified School District**, a public agency ("District") and **PlanNet Consulting Inc.**, ("Consultant"), and

W I T N E S S E T H:

WHEREAS, THE DISTRICT REQUIRES (SCOPE OF WORK):

Consulting services related to Wireless Locks & Access Control Project at La Cañada High School.

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

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall provide the services on as needed basis as outlined in Consultant's proposal dated October 11, 2018 which is attached hereto as **Attachment A**. The term of this Agreement shall be for one year or Agreement is terminated pursuant to Paragraph 3 below.
2. For its services hereunder, Consultant shall be compensated in accordance with the Attachment A. The payment to the Consultant shall be made for satisfactory completion of the services within 30 days after receipt of an undisputed invoice. Services shall be billed on a Time & Materials basis at an hourly rate of \$165. The total contract amount shall not exceed Thirteen Thousand Two Hundred (\$13,200) without prior written authorization and approval.
3. This Agreement may be terminated at any time by the District, without cause, upon 30 days written notice to Consultant. Upon receipt of such notice, Consultant shall immediately cease all work. Any final invoice shall be submitted to District within 30 days.
4. Either party may request changes in the scope of services. Such changes, and any increase or decrease in compensation, must be authorized in advance by the District in writing, and incorporated into this Agreement as an amendment.
5. All materials prepared by Consultant under this Agreement shall become the property of District. Consultant shall have no property interest in any such materials.
6. Consultant warrants that it has the expertise necessary to perform the services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further warrants that it will perform said services in a legally adequate manner in conformance with all Federal, State and local laws and guidelines.
7. The Consultant, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9."

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

- a. Workers Compensation Insurance. The Consultant shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than the statutory limit.
- b. Professional Liability Insurance. The Consultant shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).
- c. General Liability Insurance. (Applies when work is done on District Property). 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 one million dollars (\$1,000,000) for all activities conducted by Consultant on District property 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.
- d. Automobile Liability Insurance. (Applies when work is done on District Property). 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 while on District's property.

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

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

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

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

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

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

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

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

LA CAÑADA UNIFIED SCHOOL DISTRICT

Associate Superintendent of Business & Administrative Services
La Cañada Unified School District
4490 Cornishon Avenue
La Cañada, CA 91355

CONSULTANT

Timothy J. Hicks, Practice Lead
PlanNet Consulting, Inc.
2951 Saturn Street, Suite E
Brea, CA 92821

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

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

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

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

19. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift of any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, District shall have right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

PLANNET CONSULTING, INC.

LA CAÑADA UNIFIED SCHOOL DISTRICT

By


BOB OTONALIK
VICE PRESIDENT

By

Mark Evans
Associate Superintendent of Business
& Administrative Services



October 11, 2018

La Canada Unified School District
4490 Cornishon Ave.
La Canada, California 91011

Via: Electronic Transmission

Re: Consultants Fee Proposal – La Canada High School, La Canada, California –
Access Control Infrastructure Retrofit Project

Dear Mr. Evans:

Thank you for the opportunity to assist you with the Access Control System Retrofit Project at La Canada High School. Pursuant to our conversation and in accordance with your request, this correspondence serves to transmit PlanNet Consulting's (PlanNet) fee proposal to assist you with the Bid Review and Project Administration associated with the retrofit of these systems.

EXECUTION PLAN

PlanNet has studied your project, developed a scope of work for the replacement/retrofit of your existing Access Control System, identified potential bidders of these Systems and developed a customized Performance Specification outlining the project Scope of Work. These documents were utilized in the procurement process and LCUSD has selected a Contractor to perform the work. For the purposes of this proposal, PlanNet's work program is to assist LCUSD with the Bid Review and Construction Administration, as follows:

Phase – Bid Assistance

PlanNet shall manage and respond to the bidders Requests for Information (RFI's).

Once the proposals are delivered from the bidders, PlanNet shall assist LCUSD with the review of the proposals to ensure conformity with the bid documents. PlanNet performs this work to create a conformance in the bids to assure all contractors are providing the specified requirements and have structured their project approach and delivery in a uniformed method.

Phase – Construction Administration

After the Contractor has been selected and the contract documents are executed by LCUSD and the Contractor, PlanNet shall provide Construction Administration Professional Services on an **as-needed** basis. The following scope of work is typical for a six (6) month project which is what we would project your time line to be from contract execution to end of project. PlanNet's typical scope of work for this Phase of the project is as follows:

1. Attendance at the project kickoff meeting to introduce PlanNet to the Contractor project managers and formally begin the project. In this meeting, we will review the work requirements, access and escort requirements, parking, work hours and all other matters pertinent and specific to the work at your building.
2. Complete review of the Contractor's Submittal Package for the property to assure conformance to the scope of work, proposals, contract documents and project requirements.
3. PlanNet shall conduct four (4) inspections of the project to verify and validate the installation and project schedule. Assure adherence to the contract documents and provide consulting assistance to the Contractor if required.
4. PlanNet shall conduct four (4) Project Planning and Coordination Meetings with the Contractor and LCUSD. PlanNet shall develop formal plans and schedules for the installation, resolve any issues and prepare and plan for system acceptance. PlanNet shall develop and distribute formal meeting minutes for each Project Planning Meeting. These meeting shall coincide with the project inspections described in task # 3 above.
5. Upon project completion, PlanNet shall conduct an acceptance inspection at the property. PlanNet shall develop and distribute a punch-list for the Contractor's use. The acceptance inspection verifies the new Access Control System meets the intent of the scope of work and contract documents as it pertains to craftsmanship and functionality.
6. PlanNet shall review the as-built project documentation to assure conformance to the contract documents, accuracy and completeness of the record documents for the completed project.
7. PlanNet shall attend and oversee the final acceptance testing of the system with the Contractor and LCUSD. The acceptance test shall take place once the punch-list items have been addressed and corrected by the Contractor. One (1) meeting for the acceptance test has been budgeted.
8. PlanNet shall attend the Project Close-Out meeting for the property at the conclusion

of the project. PlanNet shall develop and distribute formal meeting minutes. Upon completion of the Project Close-Out meeting and distribution of the final meeting minutes, PlanNet's shall be considered complete.

FEES AND PAYMENT TERMS

Phase – Bid Assistance

Lump Sum: \$ 3,300.00

Phase II – Specification Development

Hourly - not to exceed: (60 Hours x \$165/Hour) \$ 9,900.00

TOTAL FEES \$ 13,200.00

No fees shall be expended without your authorization. This Fee Cap may be amended only with the written approval from you or your designee. Meeting attendance, travel time, correspondence review, negotiation, issue resolution, engineering coordination, City of Los Angeles permit negotiation, telephone consulting, etc. is descriptive of the type of Work anticipated to occur under this element of our work. You are under no obligation to exhaust the Fee Cap.

The tasks associated with this project are based on an hourly not-to-exceed fee. PlanNet provides these services on an as-needed basis depending on the client's specific requirements and needs. PlanNet Security Consulting Practice Lead, T.J. Hicks, shall perform the work. The hourly fee for Mr. Hicks is \$165.00 per hour.

Reimbursable expenses for reproduction of drawings, sketches or narratives, messenger and overnight mail services, parking, and travel to and from the project site or meeting locations are not included in the proposal price. Expenses for this project shall not exceed \$500.00.

Invoices, in the form of progress billings, shall be generated once monthly and payment is respectfully required within thirty days from the date of the invoice. Pursuant to this agreement, PlanNet shall invoice your office for this project. PlanNet reserves the right to cease work should outstanding invoices remain unpaid for a period of ninety (90) days.

EXPIRATION OF PROPOSAL: November 11, 2018

*** * * END OF PROPOSAL * * ***

Thank you for the opportunity to submit this fee proposal. We appreciate the opportunity to confer with you on this project. If you have any questions, please feel free to contact me at (714) 982-5805.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJH', followed by a horizontal line extending to the right.

Timothy J. Hicks
Security Consulting
Practice Lead
PlanNet Consulting, Inc.