

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 01/10/24, and it is made by and between Epic Engineers

consultant name

hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

- 1. PERIOD OF AGREEMENT: Shall be from 01/10/24 through 06/30/24.
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows: Surveying services for Redlands USD Warehouse Conversion Project (304 9th Street)

Please check if applicable:

[] A statement of work is attached.

[] A specification is attached.

[x] Other attachment described as: Proposal letter

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

- 3. The Consultant will commence providing services under this Agreement on 01/10/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 06/30/24.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: \$ 25,500.00 (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows:

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- Certificate of Insurance Attached with endorsements as specified
- Workers Compensation Certificate Attached OR
- Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- Proof of TB clearance for all employees working individually with students
- Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract**

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies 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 performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
- a. Increase dollar amounts
 - b. Effect administrative changes
 - c. Effect other changes as required by law.
16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Epic Engineers

Consultant/Firm Name

101 E Redlands Blvd. Ste. 146

Consultant Address

Redlands, CA 92373

City, State, Zip

District:

Redlands Unified School District 20
West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

(Signature, Authorized Representative)

Supervisor/ Principal/ District Administrator

(Telephone)

Funding Administrator (if Applicable)

(email address)

(Date)

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

P.O. Number: _____



EPIC ENGINEERS

CIVIL ENGINEERING | LAND SURVEYING | PLANNING | STORMWATER MANAGEMENT

December 4, 2023

Ken Morse
Redlands Unified School District
20 W Lugonia Avenue
Redlands, CA 92374

Re: Proposal for Surveying Services for
Redlands Unified School District
Warehouse Conversion Project
304 9th Street, Redlands, CA 92373

Dear Ken,

Per Lis Zuloaga's email dated November 15, 2023, we are pleased to provide this proposal for Surveying services on the above-referenced project. No survey control was provided prior to the writing of this proposal. If the client wants a certain coordinate system or datum used, please provide this information to Epic Engineers prior to the fieldwork, otherwise, NAVD88 will be used for vertical datum and NAD 83 (2011) will be used for the basis of bearings. The scope is defined as follows:

SPECIFIC SERVICES:

1. Field Topography Survey:

- a. Collect all surface improvements within limits indicated in ORANGE on the attached exhibit. The field survey will provide the level of detail for the ultimate design of site improvements for the project. Provide a hardcopy and AutoCAD format file for use by the project team.
- b. **Utilities will be plotted per as-built plans provided by District. If the project will disturb existing utilities, it is recommended that the District hire an underground utility locating company before the field survey so that the utilities can be field verified.**
- c. Any utilities that are accessible and visible from the surface will be included in the field topography. The top of grates, inverts, sizes of mains, to the extent accessible will be shown on the topo. **It is recommended that the District clean storm drain basins and drain lines prior to the survey so that the inlet and outlet pipes are visible and accessible to the surveyor.**

2. Aerial Topographical Survey:

- a. Set Aerial Targets, establish control and perform an aerial survey for the proposed site.
- b. Prepare an aerial topographic survey at a scale of 1" = 20". The topographic survey shall include contours and spot elevations, with contour intervals being 1-foot intervals.
- c. Provide a complete "Aerial Topographic Survey Exhibit" indicating a topographic feature of the subject property and surrounding streets within limits shown on the attached exhibit.

3. Boundary Survey:

- a. Review title reports provided by the School District to determine parcel location and existing easements of the property in question.
- b. Research tract maps, parcel maps, records of survey, deeds, and corner records in this area to establish property lines.
- c. Find and survey monuments shown on record maps to establish boundary lines. No monuments will be set in this task.

COMPENSATION FOR SERVICES:

Task 1:	\$16,000.00
Task 2:	\$ 4,250.00
Task 3:	\$ 5,250.00
Total:	\$25,500.00

Please note this fee assumes the areas will be readily accessible, no standby time will be incurred, site access will be given, and fieldwork will be conducted during normal business hours. Should fieldwork be conducted outside normal business hours, a 30% surcharge will be added to our fee.

This is a fixed fee proposal. If additional work beyond this scope is requested or required then a new fixed fee proposal will be created and approved prior to that work proceeding or the client can request that we proceed on a T&M basis per the rate schedule below.

RATE SCHEDULE:

OFFICE:

Accounting / Administrative _____	\$ 95.00 per hour
CAD Tech / Survey Tech _____	\$110.00 per hour
Civil Designer / Senior Survey Tech _____	\$125.00 per hour
Senior Designer _____	\$135.00 per hour
Project Manager _____	\$140.00 per hour
Senior Project Manager _____	\$155.00 per hour
Project Director _____	\$165.00 per hour
Professional Engineer / Land Surveyor _____	\$175.00 per hour
Principal _____	\$195.00 per hour

FIELD:

Travel Time for surveyors _____	\$120.00 per hour
Field Technician/Inspector _____	\$135.00 per hour
Qualified Storm Water Practitioner (QSP) _____	\$165.00 per hour
Qualified Storm Water Developer (QSD) _____	\$175.00 per hour
One Man Survey Crew _____	\$250.00 per hour
Two Man Survey Crew _____	\$350.00 per hour

Non-labor reimbursable expenses (such as special deliveries,) shall be paid at cost plus 10 percent. Fees and other charges will be billed monthly, and shall be due upon receipt of invoice. Any amount not paid within thirty (30) days of the billing date shall be considered delinquent, and shall bear a service charge of one and one half (1 1/2) percent per month on the unpaid balance not to exceed the annual interest allowed by law.

SPECIFIC EXCLUSIONS:

- Record of Survey
- Corner Record
- ALTA Survey
- As-built plans
- Legal Descriptions and Plats
- Underground Utility Locating/Potholing

We appreciate the opportunity to propose for these services and if we can be of further assistance please call.

Sincerely,



Troy Molaug, RCE 69118; QSD/P 00994
President, EPIC ENGINEERS

RUSD Warehouse Conversion

Survey Exhibit

