



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL

RFP # 20-21/03

CEQA Consulting Services, 2118 Milvia Street Berkeley City College

NOTICE IS HEREBY GIVEN that the Peralta Community College District ("District") is seeking qualified firms ("Applicants") to provide CEQA and related services ("Services") to the District for the Measure A and Measure G Bond Programs ("Program") and projects identified in the District's Bond Project List and Long-Range Facilities Master Plan ("Projects").

All Responses are due by 2:00P.M. on Thursday, August 20, 2020.

Deliver through the following ways:

- I. **ELECTRONICALLY** using the Peralta Community College website, Purchasing Department thru the following link:
<https://build.peralta.edu/vendor-registry>
- II. **BY MAIL OR DELIVERED** to:

PERALTA COMMUNITY COLLEGE DISTRICT
Purchasing Department
Attn: Seraphine Nzomo
501 5th Avenue, Oakland, CA 94606
Re: RFP #20-21/03

Proposals received after this date and time will not be accepted and will be returned unopened. Oral, facsimile, or email Proposals will not be accepted. Each Proposal must conform and be responsive to the requirement set forth in.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFP, please email Seraphine Nzomo, Purchasing Department, at snzomo@peralta.edu; also copy Bob Parks, Project Manager, at bparks@kitchell.com before **4:00 p.m. on August 13, 2020**. Answers will be posted on the District website by **2:00 p.m. on August 17, 2020**.

A **Mandatory** Pre-proposal video conference meeting will be held on **August 11, 2020 at 10:00A.M. via Zoom**: Conference Meeting ID **927 0288 9341**. **Register in advance for this meeting**:

<https://cccconfer.zoom.us/meeting/register/tJYqd-ugpjlPhtU60-gcVHfkmGWQwodl9Ukp>

After registering, you will receive a confirmation email containing information about joining the meeting.

I. RFP RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the below schedule without prior notice.

Date	Event
Friday, July 31, 2020	Release of RFP # 20-21/03
Wednesday, August 11, 2020, 10:00 A.M.	Pre-proposal video conference meeting via Zoom
Thursday, August 13, 2020, 4:00 P.M.	Deadline for submitting written questions
Monday, August 17, 2020, 2:00 P.M.	Deadline for District answering written questions
Thursday, August 20, 2020, 2:00 P.M.	Deadline for submitting Proposals
Tuesday, September 15, 2020	Board of Trustees Approval

II. INTRODUCTION

Founded in 1964, the Peralta Community College District (“PCCD” or “District”) is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, Laney College, and Merritt College in Oakland, California. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates, and university transfer programs, to more than 30,000 students. The District currently has an active program at all four sites. This capital construction project is funded by a combination of sources, including local bond Measures A and G. Approved by the voters in 2006, Measure A allows the District to issue and sell bonds of up to \$390,000,000. Measure G was approved by the voters in November 2018 and allows the District to issue and sell bonds up to \$800,000,000.

The District is asking experienced and proven firms to submit proposals to provide CEQA consulting services for the Berkeley City College 2118 Milvia Street Project. The project involves demolition of the existing three story building (roughly 25,000 sq. ft.) and its replacement with a new six story 60,000 sq. ft. building.

III. LIMITATIONS

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of a contract, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate each proposal submitted, and to award contracts, if any, according to the proposal which best serves the interest of the District at a reasonable cost to the District. Any contract(s) resulting from this RFP, however, will be made according to the form of the services agreement attached to this RFP as **Appendix “A.”**

The Respondent’s proposal package, and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposal packages shall be held confidential by the District and shall not be subject to disclosure under the California Public

Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any proposal package.

IV. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”), and minority business enterprises shall be afforded full opportunity to submit proposals in response to this RFP, and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

V. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District’s Governing Board (“Board”), selection committee members, or any member of the Citizens’ Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the entity submitting a proposal.

VI. SCOPE OF SERVICES

Work may include, but is not limited to:

- A. 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) 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. These include without limitation permits required by the Santa Ana Regional Water Quality Control Board, utility companies, state and local fire marshals, CalTrans, California Department of Fish and Game, and other local agencies. 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

- Perform environmental site assessment, analyze potential environmental impacts and develop mitigation measures.
 - 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
 - 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
- B. 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 community college project.
- C. Respond to responsible agency and public comments concerning the environmental impact of the Project.
- D. Attend and participate/present in any public hearings.
- E. 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 community college public school site and the construction of a community college 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.

The selected consultant(s) and/or consultant teams shall keep proper records of all projects for services pursuant to this contract, including, but not limited to, copies of all project correspondence, deliverables, and schedules. All such project records shall be submitted to the District after the completion of the project and shall become property of the District.

The selected consultant(s) must have sufficient staff to promptly complete assigned tasks. Work must begin on assigned tasks within ten (10) days of notification to proceed.

Deliverables, as specified in each Request for Task Order, will be prepared in accordance with the applicable codes and regulations and District standards including, but not limited to, the District and/or College standards.

VII. PROPOSAL FORMAT AND CONTENT

A. FORMAT REQUIREMENTS:

Firms submitting proposals in response to this RFP must follow the format below. Material must be in 8-1/2 x 11 inch format, font size 12 point or larger. Each proposal shall include a Front Cover stating the following: "Proposal for CEQA Services for Berkeley City College 2118 Milvia Street Project from [FIRM NAME] in Response to Peralta Community College District's RFP #_____."

Each proposal shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "Cover Letter," the second tab would be entitled "Business Information," etc.)

Provide One (1) electronic copy of the Proposal for CEQA Services on an USB Flash Drive (if not submitted electronically via Vendor-Registry).

The unbound copy shall be marked "Copy for Reproduction" and shall be formatted as follows:

- Proposals shall include divider tabs labeled with boldface headers as outlined below (e.g. the first tab with be entitled "Cover Letter", the second tab would be entitled "Business Information", etc.
- Any pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identifying any pages that were removed due to proprietary information

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

B. PROPOSAL CONTENT REQUIREMENTS

i. TAB 1 - COVER LETTER (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture
- Include a brief description of why your firm is well suited for, and can meet, the District's needs
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process
- **Must include the following statement:** "[INSERT COMPANY'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as Appendix "A" to the RFP. [INSERT COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT COMPANY'S NAME] has no objections to the use of the Agreement."
- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District

- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation

ii. **TAB 2 – BUSINESS INFORMATION**

Please provide the following information:

- Company name
- Address
- Telephone
- Fax
- Website
- Name and email of main contact
- Federal Tax I.D. Number
- License or Registration Number
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name
- Number of employees (licensed professionals and technical support)
- Location of office where the bulk of services solicited will be performed
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant
- Provide similar information for proposed sub-consultants
- How sub-consultants will be utilized on the Project(s) and to what extent work will be performed in-house, specifically note any use of SLBE/SELBE firms per District definitions of such under Appendix B - SLBE/SELBE Program.

iii. **TAB 3 – RELEVANT K-14 PROJECT EXPERIENCE AND REFERENCES
(with particular reference to Community College CEQA experience)**

- Provide information about prior CEQA services prepared by your firm in the last ten (10) years on **a minimum** of five (5) K-14 educational projects in California, preferably community college facilities
- Experience with projects for Public Agencies in California, preferably Northern California in Alameda County
- Experience working on projects that involve both demolition of existing structures and the construction of new buildings
- Experience working on projects in a dense urban setting
- Provide a sample CEQA schedule that would be equivalent or similar in nature to the 2118 Milvia Street Project.
- Provide a sample CEQA data request document that would be equivalent or similar in nature to the 2118 Milvia Street Project.

For each project, include the following information:

- Briefly state the significance of each relevant project on which your firm has worked. Briefly explain how the particular project is relevant to the District's needs
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association)
- Provide a list of the following for each project noted above:
 - Project name, type, and location with a general project description
 - Beginning and end dates of project (for CEQA services)
 - Square footage
 - Original budget, bid amount & final amount at close-out
 - Key individuals of the firm involved and their roles in the project
 - Any sub-consultants that worked with the firm
 - References: district name with name of contact person, title, telephone number, and email address to be contacted for a reference

iv. TAB 4 – SERVICES TEAM SUMMARY AND QUALIFICATIONS

The selected services company shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for services as described herein.

- Identify and provide resumes for key members within your firm that you would assign to the team and their roles. List license numbers, dates, and office addresses. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers
- Each response must include evidence that the company is legally permitted and properly licensed for the scope of work for which the proposal is submitted and to conduct business in the State of California

- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement

v. TAB 5 – LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposer failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

vi. TAB 6 –PROPOSAL AND FEE SCHEDULE

The District requires each respondent to provide a proposal of services, including a fee proposal for the same, and a fee schedule identifying hourly rates by position.

For the fee proposal, identify any proposed reimbursables by category (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, other as identified by proposing entity) and rate. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation. All reimbursables will require receipts to be provided to the District.

vii. TAB 7 –SLBE/SELBE

The proposer (prime vendor) meets the District's definition of SLBE or SELBE, and/or has demonstrated a willingness to partner in a significant manner with such a firm. Complete and submit Appendix B – SLBE/SELBE Self Certification Affidavit.

viii. SELECTION CRITERIA

- **EVALUATION**

The proposal will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFP, including, without limitation:

- A. The firm's experience and performance history with CEQA services for California K-14 school districts (with particular experience in community college work), including:
 - Community College Project
 - Experience with projects for Public Agencies in California
 - Experience with projects for Public Agencies in Northern California
 - Experience with projects for Public Agencies in Alameda County
 - Demolition of an existing building (equivalent in size)
 - Construction of a new building (equivalent in size)
 - Experience working on projects in a dense urban setting
- B. Experience, results, professional and technical expertise of proposed personnel.
- C. Acceptable and verifiable references from clients contacted by the District, including:
 - Firm's reputation;
 - Satisfaction of previous clients (client relationships);
 - Timeliness of work and ability of the firm to meet schedules; and

- D. Overall responsiveness of the proposal.
- E. Location of office and accessibility to the District.
- F. Proposal, including proposed fee and fee schedule.
- G. The proposer (prime vendor) meets the District's definition of SLBE or SELBE, and/or has demonstrated a willingness to partner in a significant manner with such a firm.

A Selection Committee will evaluate all submissions. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether respondents are responsive, responsible, and qualified. Based upon the information presented in the proposals, the District's Selection Committee will choose the most highly qualified firms to be interviewed and then potentially selected. At the Selection Committee's discretion, firms may be requested to arrange a tour of a representative facility which they have been responsible for.

Item	Criteria	Points
1	Firm Experience	20
2	Client References	15
3	Staff Experience	35
4	Fee	20
5	SLBE Compliance	10
	Total	100

- **DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified in the proposal. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

APPENDIX A – SERVICES AGREEMENT

Attached.



PERALTA COMMUNITY COLLEGE DISTRICT

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

RFP 20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College

The following information is requested for information purposes only. It will not be used in determining bid award.

Date

Firm Name

Telephone

Business Fax

Email Address

Website

Street Address

City/State

Zip Code+ 4®

Mailing Address

City/State

Zip Code + 4®

Type of Organization (Check one) Individual Partnership Corporation

Name of Owner(s)

State of Incorporation (if applicable)

Name of Partners

(I) Indicate (G) General (L) Limited

Local Address

Amount of Annual Business

The District is identifying vendor ownership as follows:

	Asian-American (Chinese, Japanese, Korean,	Black or African-American	Filipino	Latino (other than Mexican or Mexican-	Mexican or Mexican-American	Native – American	Pacific Islander, Other Asian	White	Disabled	Veteran	Women	Subcontract	Employee	Apprentice
Total #														
% of assets														

The District is identifying vendor workforce as follows:

	Asian-American (Chinese, Japanese, Korean,	Black or African-American	Filipino	Latino (other than Mexican or	Mexican or Mexican-American	Native – American	Pacific Islander, Other Asian	White	Disabled	Veteran	Women	Subcontract	Employee	Apprentice
Total #														
% of assets														

Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

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What are you interested in providing the District? (e.g., construction, consulting, goods or services).

--

Main Headquarters Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
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Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
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Total # of Employees _____

<p>Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract</p> <p>(Please use the Zip+4®)</p> <p>Use separate sheet as necessary</p>	<ol style="list-style-type: none">1.2.3.4.5.6.
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PERALTA COMMUNITY COLLEGE DISTRICT

CERTIFICATE REGARDING WORKERS' COMPENSATION

RFP 20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College

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 in one or more insurers duly authorized to write compensation insurance in this State.

- (b) Be 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 work of this Contract and will require all subcontractors to do the same.

Contractor

By: _____

(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 work under _____ this _____ Contract.)



PERALTA COMMUNITY COLLEGE DISTRICT

STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY

**RFP 20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College**

I hereby certify that _____

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor's questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

- a. Actual racial, gender and residential workforce composition of your company for the contract work.
- b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
- c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____

Date

Print Name



PERALTA COMMUNITY COLLEGE DISTRICT

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed \$50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed \$50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year

requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.
 - d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.



PERALTA COMMUNITY COLLEGE DISTRICT

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

RFP 20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College

I certify under penalty of perjury that my firm meets the District's definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District's market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed \$50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District's Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not Applicable	None	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a) Refusal to certify the award of a contract
 - b) Suspension of a contract
 - c) Withholding of funds
 - d) Revision of a contract for material breach of contract
 - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: _____ Bid Name: _____

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

Fax



PERALTA COMMUNITY COLLEGE DISTRICT

NON-COLLUSION AFFIDAVIT

(To be executed by Vendor and submitted with the Proposal)

**20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College**

State of California, County of _____

(Name) _____, being first duly sworn, deposes and says that he or she is (title) _____ of (company) _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: _____ Signature: _____



PERALTA COMMUNITY COLLEGE DISTRICT

20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College

GENERAL PROVISIONS

Definition: The words **Contractor** means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. **INDEMNIFICATION:**

(a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. **INSURANCE:** With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:

Peralta Community College District
333 East 8th Street
Accounts Payable Department
Oakland, CA 94606

CONTRACTOR:

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

12. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

13. **CONTRACTOR'S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

16. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

17. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. **LIVING WAGE COMPLIANCE:** In Compliance to the City of Oakland Ordinance No. 12050; The Peralta Community College District is required for vendors doing business within the District to comply with this local law; "Payment of Living Wage" to its employees.

End of Section



PERALTA COMMUNITY COLLEGE DISTRICT

RFP ACKNOWLEDGEMENT AND SIGNATURE FORM

**20-21/03 CEQA Consulting Services, 2118 Milvia Street
Berkeley City College**

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor Name: _____ Title: _____

Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline Proposal:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____

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

This Independent Consultant Master Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ ("Effective Date") by and between the Peralta Community College District, ("District") and _____ ("Consultant"), (together, "Parties").

RECITALS

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

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"), pursuant to any Project Authorization(s), in substantially the form of **Exhibit A-1** attached hereto, executed by Consultant and District, and approved by District's Board, which shall identify specific scopes of work assigned to Consultant under the terms of this Agreement.

Any Project Authorization(s) or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the other Project Authorization(s) or this Agreement. The provisions of this Agreement shall apply to each Project Authorization without regard to the status of the remaining Project Authorization(s).

2. **Term.** The term of this Agreement shall commence on the Effective Date and will continue until _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement or any Project Authorization until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement as set forth in each Project Authorization. Consultant shall invoice

District under each Project Authorization separately. District shall pay Consultant according to the following terms and conditions:

- 4.1. 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.
- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 5. **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:
 - 5.1. _____.
- 6. **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, except as follows:
 - 6.1. _____.
- 7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (A) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Consultant's Services are outside the usual course of District's business; and (C) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

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 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. By checking the applicable box below, Consultant hereby represents and warrants to District the following:

- Consultant is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Consultant will provide District with appropriate evidence including, without limitation, FTB Form 590. Consultant shall still be responsible for payment of all state and federal taxes.
- Consultant is not a resident of the State of California or otherwise not exempt from withholding, and Consultant authorizes District to withhold from all payments made to Consultant under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

8. Performance of Services.

8.1. **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 similar services to California community college 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.

8.2. **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.

8.3. **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.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain a Project Authorization, executed by both Parties and approved by District's Board, prior to the commencement of a new project.

9. **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.

10. **Ownership of Data.** This Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

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/or any Project Authorization(s) 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 and/or any Project Authorization(s) upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement and/or any Project Authorization(s) 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 and/or Project Authorization(s) 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 and/or Project Authorization(s), 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 indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

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	\$ 2,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' 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 Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' 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, coverage to continue through completion of construction plus two (2) years thereafter.

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 Employers' 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 Employers' 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. **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.

16.1. **[Reserved]**

17. **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.

18. **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.

19. **Anti-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its

subconsultants. In addition, Consultant agrees to require like compliance by all of its subconsultant.

20. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Consultant, before it executes the Agreement, shall provide to District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Consultant’s good faith efforts to meet these goals.
21. **Small Local Business Enterprises and Small Emerging Local Business Enterprises.** District has an overall program participation goal for small local business enterprises (“SLBEs”) and Small Emerging Local Business Enterprises (“SELBE”) of twenty-five percent (25%), per year, of funds expended each year by District on projects. Therefore, to the extent feasible and pertaining to future hiring, Consultant, before it executes the Agreement, shall provide to District certification of compliance with the procedures for implementation of SLBE/SELBE contracting goals, and appropriate documentation demonstrating Consultant’s good faith efforts to meet these goals.
22. **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.
23. **District’s Evaluation of Consultant and Consultant’s Employees and/or Subconsultants.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District’s evaluation may include, without limitation:
 - 23.1. Requesting that District employees evaluate Consultant and Consultant’s employees and subconsultants and each of their performance.
 - 23.2. Announced and unannounced observance of Consultant, Consultant’s employees, and/or subconsultants.
24. **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.
25. **Confidentiality.** Consultant and all Consultant’s agents, personnel, employees, and/or subconsultants 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.
26. **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 or electronic mail, addressed as follows:

District:

Peralta Community College District
Department of General Services
333 East 8th Street
Oakland, CA 94606
Fax: _____
Email: _____
ATTN: _____

Consultant:

_____, CA 9____
Fax: _____
Email: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail 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.

- 27. **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.
- 28. **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.
- 29. **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.
- 30. **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.
- 31. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
- 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: _____, 20__

Dated: _____, 20__

Peralta Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

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 will perform the following Services, at a minimum, under the applicable Project Authorization(s):

1. 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) 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. These include without limitation permits required by the Santa Ana Regional Water Quality Control Board, utility companies, state and local fire marshals, CalTrans, California Department of Fish and Game, and other local agencies. 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:
 - a. Provide all requests for data to support all activities within the first 30 calendar days of a notice to proceed or fully executed contract.
 - b. 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
 - c. Perform environmental site assessment, analyze potential environmental impacts and develop mitigation measures.
 - d. Prepare and distribute the initial study and notice of preparation
 - e. Prepare administrative draft environmental documents
 - f. Prepare and circulate draft environmental documents
 - g. Assist in conducting public hearings and meetings, as required
 - h. Prepare administrative EIR document
 - i. Present draft and final report to the Board
 - j. 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.

2. 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.
3. Respond to responsible agency and public comments concerning the environmental impacts of the Project.
4. Attend and participate in any public hearings.
5. 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., and Government Code section 65402. 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.
6. Keep proper records of all projects for CEQA services pursuant to this contract, including, but not limited to, copies of all project correspondence, deliverables, and schedules. All such project records shall be submitted to the District after the completion of the project and shall become property of the District.

EXHIBIT A-1

**PROJECT AUTHORIZATION NO. ____
TO INDEPENDENT CONSULTANT MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This Project Authorization No. ____ (“Project Authorization”) amends and supplements the Independent Consultant Master Agreement for Professional Services, dated _____, 20____, and is entered into by and between the Peralta Community College District (“District”) and [Consultant] (“Consultant”) (each a “Party” and, together, “Parties”), as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of _____, 20____, for the provision of CEQA consulting services (“Services”);

WHEREAS, the Agreement provides that the Parties may execute this Project Authorization to authorize Consultant’s Services on certain Project(s) identified herein; and

WHEREAS, the Parties wish to supplement the Agreement to assign Consultant the Project(s) and to establish accompanying terms, including but not limited to scope and payment, contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties hereby agree as follows:

TERMS

1. **Effect:** This Project Authorization is entered into pursuant to the Agreement, and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof.
2. **Project:** District hereby authorizes Consultant to provide, and Consultant agrees to provide, professional services on the following project:

[INSERT NAME OF] Project

3. **Services:** Consultant shall provide those Services set forth in **Exhibit A** to the Agreement for the Project, except as expressly modified herein:
 - 3.1. _____.
4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Project Authorization an amount not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the terms of the Agreement, except as expressly modified herein:
 - 4.1. _____.
5. **Provisions of Agreement and Exhibits Reaffirmed:** All other provisions of and Exhibits to the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Project Authorization, including the Schedule attached hereto, and any provision of the Agreement, the provisions of this Project Authorization, including the Schedule attached hereto, shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Project Authorization on the dates indicated below.

Dated: _____, 20__

Dated: _____, 20__

Peralta Community College District

[Consultant]

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT B
HOURLY RATES / UNIT PRICES

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(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 District prior to performing any Services under this Agreement.)