

**INDEPENDENT CONSULTANT AGREEMENT FOR
COMMISSIONING SERVICES**

This Independent Consultant Agreement for Commissioning Services for College of Alameda New Transportation Technology Center ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Peralta Community College District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the 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, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained, experienced, and competent to perform the Services required by the District, as needed on the basis set forth in this Agreement; 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:

1. **Services.** The Consultant shall provide geotechnical engineering services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__ .
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Signed Agreement |
| <input checked="" type="checkbox"/> | Workers' Compensation Certification |
| <input checked="" type="checkbox"/> | Prevailing Wage Certification |
| <input checked="" type="checkbox"/> | Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> | W-9 Form |
| <input checked="" type="checkbox"/> | COVID-19 Vaccination / Testing Certification |
| <input type="checkbox"/> | Other: _____ |

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____). 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 the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or

the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

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.

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **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.

6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

6.1. _____.

7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's 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.

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 services to California community college districts.

8.2. **Due Diligence.** 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.

- 8.3. **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.
- 8.4. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.
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 the 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 the 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 the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the 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 the District uses any fully or partially completed documents without Consultant's full involvement, the 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 the 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 the 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 the 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, the 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 the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by the Consultant; or
 - 13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 13.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

- 14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the 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 ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to

defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

15. Insurance.

15.1. **Coverage.** The 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 General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the 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 the District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the 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 the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Carriage of Insurance.** The 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 the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. 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 the 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 the District and its Board of Trustees, 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 Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **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.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the 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 Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the 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 the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

- 17.1. **Labor Code Requirements:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.
- 17.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.
- 17.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.
- 17.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
18. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **COVID-19 Vaccination / Testing Requirements.** For all employees, volunteers and agents of Consultant ("Workers") entering District property or facilities, Consultant shall comply with all applicable federal, state and local laws and public health orders regarding COVID-19.
- 19.1. Consultant shall complete, sign, date and submit to District the COVID-19 Vaccination Certification Form attached to this Agreement and comply with the version of District's *Administrative Procedure: COVID-19 Vaccination/Masking Requirement for Employees, Students, and Visitors* ("COVID-19 Policy") in effect at the time Consultant performs the Services, the most recent version of which is attached to the COVID-19 Vaccination Certification Form and incorporated herein by this reference.
- 19.2. Consultant shall submit proof of vaccination or weekly testing results of all Workers to District via the online service "Company Nurse." In addition, all Workers must complete and submit to District the "Authorization For Disclosure and Use of Medical Information" contained within the COVID-19 Policy.
- 19.3. Prior to entering any District property or facility, Workers shall complete a COVID-19 self-assessment online or via the mobile application, "Campus Shield." Workers who decline to provide proof of COVID-19 vaccination must at all times while on District property or in District facilities wear face masks that fully cover both mouths and noses.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair

Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, of the overall dollar amount expended each year by the District on projects that use funds allocated by the State Allocation Board, pursuant to the Leroy F. Greene School Facilities Act, District has a participation goal of at least three percent (3%), per year, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Peralta Community College District
333 East 8th Street
Oakland, CA 94606
ATTN: Vice Chancellor General Services

Consultant:

[NAME]

[FAX]
ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. **Integration; Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. **California Law; Venue.** 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 the District’s administrative offices are located.
- 30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 34. **Attorney 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. **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.
- 36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

37. **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.
38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

SAMPLE

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

Dated: _____, 20__

Dated: _____, 20__

Peralta Community College District

Signed By: _____

Print Name: _____

Print Title: _____

Signed By: _____

Print Name: _____

Print Title: _____

Information regarding Consultant:

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

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

Consultant shall provide all geotechnical engineering services that the District may request for each Project listed below. The Consultant shall be a registered Geotechnical Engineer or a Civil Engineer in California with experience in soils engineering. Consultant shall coordinate its Services with the District's representative, or designee. Consultant shall also coordinate its Services with the District's other consultants.

| College Site | Property Address | Project Description |
|--------------|------------------|---------------------|
| | | |
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| | | |
| | | |
| | | |

The Services to be provided by Consultant include, but are not limited to, the following:

The geotechnical portions of this Project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the Project. The work to be provided by the Consultant includes, but is not limited to, the following: supply all equipment and labor to perform field exploration, investigation, laboratory testing and analysis, recommendations for soils and foundation engineering, preparation of Project Geotechnical Report, assistance with application/documentation for CCS application, construction monitoring to ensure construction is in compliance with the requirements of the Geotechnical Report.

Consultant shall provide:

1. Perform site reconnaissance and any and all investigations necessary to evaluate the geologic and seismic conditions, including but not limited to drilling, boring, sampling, laboratory testing;
2. Provide full evaluation of geologic and seismic conditions, including soils reports which shall include construction level repair recommendations, surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System, laboratory testing of earth materials collected, ground water evaluation, existing geologic, seismic, and soil conditions present within the Property, and evaluation of potential impacts to the Project under conditions

associated with faults, strong seismic ground shaking, seismic-related ground failure such as liquefaction, landslides, and unstable geologic units and/or soils.

- 3.** Prepare Geotechnical Report for the Project, and review Project and other documentation as needed for preparation of same.
- 4.** Act as Project Geotechnical Engineer of Record.
- 5.** Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports.
- 6.** Ensure soils conditions are in conformance to soils report.
- 7.** Foundation Inspection.
- 8.** Caisson, drilled piers or driven piles inspection.
- 9.** As-graded soils report.
- 10.** Observation and testing during site clearing and mass grading.
- 11.** Observing the foundations excavations for structures.
- 12.** Observation and testing during backfilling of utility trenches.
- 13.** Observation and testing during backfilling around retaining walls.
- 14.** Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- 15.** Observation and testing during asphalt concrete placement.
- 16.** Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the District. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA certified laboratory:
 - a.** Soil, Aggregate & Asphalt
 - b.** Maximum Dry Density
 - c.** Expansion Index (ASTM D4318)
 - d.** R-Value
 - e.** Sand Equivalent
 - f.** Sieve Analysis (ASTM C136)
 - g.** Hveem Stability
 - h.** Asphalt Extraction (ASTM 2172)
 - i.** Hardness and Abrasion

- j.** Atterberg limits (ASTM 4318)
 - k.** No. 200 Sieve Analysis (ASTM D422)
 - l.** Specific Gravity C127/C128
 - m.** Asphalt and Asphaltic Concrete Gradation (ASTM C136)
 - n.** Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
 - o.** Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
 - p.** Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
 - q.** Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
 - r.** Asphalt Cores
- 17.** Prepare and submit an interim Verified Report (form DSA 293 or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 18.** Prepare and submit Verified Reports (form DSA 293 or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, DSA-approved construction documents. Personal contact shall include visits to the Project site by the Consultant or its qualified representative to observe construction. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents, including the Project plans and specifications. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite.

[END OF EXHIBIT "A"]

EXHIBIT "B"
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT]

SAMPLE

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:

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

- ï 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 Work of this Contract.

Date: _____

Proper 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 the District prior to performing any Services under this Agreement.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name and Title: _____

SAMPLE

COVID-19 VACCINATION/TESTING CERTIFICATION

Consultant: _____

1. It is the Consultant’s sole responsibility to comply with the District’s *Administrative Procedure: COVID-19 Vaccination/Masking Requirement for Employees, Students, and Visitors* (“COVID-19 Policy”) attached to this certification.
2. Consultant acknowledges that the District’s COVID-19 Policy may be subject to change to meet future public health standards and requirements in accordance with guidance from local and state public health authorities. Consultant shall comply with the COVID-19 Policy and any amendments in effect at the time Consultant performs the Services.
3. Consultant shall check the applicable box, fill in all applicable blanks and sign below. By so doing, Consultant certifies that the information provided is true and accurate.

| COVID-19 VACCINATION AND/OR WAIVER JUSTIFICATION | | |
|---|--|--|
| 1. | | In accordance with District’s COVID-19 Policy, Consultant certifies that all employees, volunteers, and/or agents providing in-person services at District sites or facilities have been fully vaccinated against COVID-19 and will submit proof of vaccination to the District; or if they cannot receive the COVID-19 vaccine due to disability or medical or religious exemptions, or if deferring vaccination due to pregnancy, will instead submit proof of a negative COVID-19 test on a weekly basis and must at all times while on District property wear face masks that fully cover both mouths and noses. |
| 2. | | Consultant certifies that its employees, volunteers, and/or agents will have NO IN-PERSON CONTACT with District students, family or staff at a District site or facility, and all services under the Agreement(s) referenced above will be provided virtually/remotely. |

CERTIFICATION

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

"Covid-19 Policy"

ADMINISTRATIVE PROTOCOL

COVID-19 VACCINATION/MASKING REQUIREMENT FOR EMPLOYEES, STUDENTS, AND VISITORS

These procedures apply to all new and existing Peralta Community College District (PCCD) faculty, classified employees, administrators, hourly employees (short-term temporary employees), contract employees, independent contractors and student employees (hereafter referred to as "covered individuals"). These procedures also apply to all students of PCCD.

I. Covered Individuals

All District employees are required, as a pre-condition and condition of employment, to furnish to Human Resources proof of *full* COVID-19 vaccination (as defined by the Center for Disease Control (CDC)). All other covered individuals are also required to provide the same proof of vaccination as required by employees.

A. Acceptable proof of COVID-19 vaccination consists of:

1. A dated copy of the individual's CDC COVID-19 Vaccination Record Card.
2. A dated and signed letter from the individual's licensed care giver.
3. Copy of the official Personal Digital COVID-19 Vaccine Record from the California Department of Public Health

Proof of vaccination shall be provided no later than October 7, 2021.

Covered individuals who received approved declination/exemption pursuant to section (II) below must abide by masking and weekly COVID-19 testing requirements described in section (III).

II. COVID-19 Vaccination Declination

Covered individuals are allowed to decline COVID-19 vaccination for: (a) medical, (b) disability, and (c) religious grounds. Employees may also receive a *deferral* based on pregnancy. Employees declining to show proof of COVID-19 vaccination must provide the approved PCCD COVID-19 Vaccination Declination Form to Human Resources.¹ PCCD retains the right to require documentation substantiating eligibility for declinations.

A covered individual with approved declination/exemption or deferral from vaccination shall abide by masking and weekly COVID-19 testing requirements described in section (III) below.

III. Masking and COVID-19 Testing

Covered individuals must *at all times* while on PCCD controlled property wear face masks that fully cover both mouths and noses in accordance with mandates by the State of California and/or Alameda County and the District's COVID-19 Prevention Plan.

¹ Employees receiving a deferral must provide proof of COVID-19 vaccination at the time of their return to work from maternity leave or submit a COVID-19 Declination Form and comply with the mandatory masking and testing protocols.

Also, covered individuals with approved exemptions must provide weekly proof of a negative COVID-19 Test to District Administration. Covered individuals with approved exemptions and who fail to comply with the PCCD masking and testing requirement are subject to corrective action by the District, including disciplinary action consistent with applicable employee collective bargaining agreements or student standards of conduct. District Administration will provide weekly lists to the responsible District manager of individuals who must provide proof of weekly testing.

- A. Acceptable proof of negative COVID-19 testing consists of:
 - 1. A dated copy of negative COVID-19 test results.²
 - or
 - 2. A dated and signed letter from employee's licensed care giver.

IV. Release Time to Become Vaccinated

- A. PCCD will provide employees with necessary release time to travel and become vaccinated or received a vaccine booster. Compensation shall be covered by the District at the employee's regular rate of pay if vaccination occurs during the employee's regularly scheduled workday. Employees must seek prior approval and make appropriate arrangements for vaccination times with their supervisors.

V. Sick Leave for Symptoms Related to Vaccination

- A. PCCD will provide employees who become vaccinated with one day (eight (8) hours) of sick leave that may be used in order to recover from any side effects of the COVID-19 vaccinations and boosters. The one (eight (8) hours) of sick leave will apply to Hourly Employees and Student Employees. This sick leave day will be in addition to any existing sick leave available to the employee, including COVID-19 Supplemental Paid Sick Leave available pursuant to SB 95.
- B. For employees who have already become fully vaccinated at the time of this procedure implementation, PCCD will also provide those employees with one day (eight (8) hours) of sick leave with appropriate submission of proof of vaccination to Human Resources.³

VI. Proof of Vaccination and Medical Information

- A. PCCD will not request any health or medical information other than proof of vaccination or proof of weekly negative COVID-19 tests from any covered individuals. PCCD will not

² Employees receiving a POSITIVE COVID-19 test will not be allowed to report to work on any PCCD controlled property, must follow CDC quarantine guidelines, and be followed by a Certified PCCD COVID-19 Contact Tracer.

³ Employees who have been fully vaccinated are required to continue to abide by all PCCD policies, procedures and protocols regarding COVID-19 until PCCD directs otherwise.



receive any medical information covered individuals give to any vaccination provider. Any proof of vaccination a covered individual provides to PCCD will be stored by District Administration in a manner consistent with all applicable constitutional and statutory laws and in accordance with PCCD's practice for storing medical information in a file separate from the employee's personnel file.

- B. All individuals covered by this Administrative Procedure must complete a PCCD AUTHORIZATION FOR DISCLOSURE AND USE OF MEDICAL INFORMATION Form in compliance with California's Confidentiality of Medical Information Act.

VII. Effect of Vaccination Procedure

These procedures shall be effective immediately and shall remain in effect until the District determines that these procedures are no longer necessary. These procedures may be amended or revoked at any time.

AUTHORIZATION FOR DISCLOSURE AND USE OF MEDICAL INFORMATION

Confidentiality of Medical Information Act (CMIA), Civil Code § 56, et seq.

Pursuant to California’s Confidentiality of Medical Information Act, I, _____, authorize the Peralta Community College District (“PCCD”) to receive my medical information as described in this authorization. I also authorize representatives from the PCCD to use the medical information for the purposes described in this authorization.

This authorization is limited to the following types of information:

Confirmation of COVID-19 vaccination and/or proof of negative COVID-19 testing.

The recipients of this information may use the information for the following purpose:

Participation in PCCD’s vaccination policy and to help PCCD with controlling COVID-19 infections among PCCD employees.

Expiration Date: PCCD is no longer authorized to disclose or use medical information described in this authorization after June 30, 2026.

Right to Receive Copy of This Authorization: I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, PCCD will provide me with a copy of this authorization.

I authorize the disclosure and use of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

| | | |
|---------------|-----------|------|
| | | |
| Employee Name | Signature | Date |

