

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
GEOTECHNICAL ENGINEERING ASSESSMENT AND DESIGN SERVICES**

This Independent Consultant 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 geotechnical engineering ("GTE") assessment and design 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:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	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.

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. Whereas the cost to defend the Indemnified Parties charged to the Consultant's 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 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.

15. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
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. **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.
- 16.1.1. **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.
- 16.1.2. **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.
- 16.1.3. **Labor Compliance:** Consultant shall perform the Work 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.

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. **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.
21. **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.
22. **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:
- 22.1. Requesting that District employees evaluate Consultant and Consultant's employees and subconsultants and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employees, and/or subconsultants.
23. **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.
24. **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.
25. **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.

- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.

- 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 and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 39. **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.

SAMPLE

EXHIBIT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Commented [A1]: Provided by AECOM.

Consultant will perform the following Services under the applicable Project Authorization(s):

1. Provide complete and detailed geotechnical services in an expeditious manner, and possibly on relatively short notice so as to enable the District to make informed decisions within critical deadlines.
2. Provide review of final specifications and drawings and furnish the Architect with a letter stating the contract documents conform to the recommendations of the Geotechnical Report
3. Evaluate subsurface soils conditions.
4. Assess geological and seismological hazards.
5. Provide Geotechnical design parameters and grading recommendations.
6. Geotechnical/Geological Supervision.
7. Soils, geological, seismic, and geotechnical testing and preparation of reports including design recommendations as appropriate.
8. Groundwater monitoring, content, moisture levels, etc..
9. Site observations during construction, such as over-excavate and re-compaction.
10. Inspection and preparation of surfaces to receive compacted fill in accordance with all building department, California Department of Education (CDE), California Geological Survey (CGS) and Division of State Architect (DSA) requirements. Supervision and certification of the placement and compaction of fill including required tests and reports.
11. Perform a comprehensive geotechnical investigation of a project to characterize the materials and conditions that will be encountered during the construction and operation of the project.
12. Development of seismicity maps and recommendations.
 - a. Specific tasks may include:
 - i. Review reports and maps.
 - ii. Site reconnaissance.
 - iii. Exploratory borings.
 - iv. Subsurface exploration (borings).
 - v. Geotechnical evaluations and engineering analysis, making recommendations for earthwork, seismic design, foundation design, structures settlement criteria, lateral earth pressures, soils.
 - vi. Performing geotechnical evaluations and engineering analysis, making recommendations for earthwork, seismic design, foundation design, structures settlement criteria, lateral earth pressures, soils corrosiveness evaluation and mitigation measures, chemically active materials or conditions, or presence of gas and other relevant design.

vii. Oil well locations.

viii. Flood zone hazards, etc..

13. Reporting Requirements:

- a. All segments of the reports covering the investigations and analyses shall be made on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. If larger drawings are necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the Consultant's letterhead. Each drawing shall carry a title block which contains the Project name and location, the Registered Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker.
- b. All data required to be recorded according to the American Society for Testing Materials ("ASTM") Standards or other standard test methods employed shall be obtained, recorded in the field, and referenced to boring numbers; soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standard D2488, but the classification for final logs shall be based on the field information, plus results of tests plus further inspection of samples in the laboratory by Consultant.
- c. Reports shall be of such scope and detail as required by the CGS, DSA, current California Building Code, CDE and be supervised by a registered geotechnical engineer and/or engineering geologist, depending on the project. Each firm should be familiar with relevant codes pertaining to the assessment and remediation of geological, soils, and seismic conditions relevant to determining the suitability for the acquisition and/or development of school sites in California;
- d. Reports shall provide sufficient information to allow contractors to prepare bids and to manage the District's risk of any subsequent contractual claims. The alignment together with the location and results of all investigations, sampling and testing should be detailed in the Geotechnical Reports. The reports should identify the extent, nature and variety of all soil types and shall draw particular attention to the following matters: The scope of the investigation, including a statement that only design issues were considered and a summary of all existing factual and interpretive geotechnical information pertaining to the site. All interpretation and opinion included in the report shall be deemed the responsibility of the Consultant regardless of the source.
- e. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials, or other inconsistencies that might affect Engineering conclusions.

14. Reporting Content:

- a. The presentation of factual geotechnical information may include, but not be limited to the following:

- i. Purpose and Scope of the geotechnical investigation, including a discussion on the extent and scope of the investigation.
- ii. Brief description of the project for which the geotechnical report is being compiled giving information about the location of the project.
- iii. Dates that field and laboratory work were performed.
- iv. Detailed description of methods used for the field and laboratory work with reference to accepted standards followed, and with discussion on rationale used to determine type, spacing, frequency, and location of tests.
- v. Types of equipment used.
- vi. Presentation of field observations which were made by the supervision field personnel during the execution of sub-surface explorations.
- vii. The principal geological and topographical features of the area, with an appraisal of the terrain and the hydrogeological conditions.
- viii. A description of the investigation methodology, standards, and scope of testing including an account of any site constraints encountered.
- ix. A summary of each proposed cutting showing a minimum, 1) the types of material including their extent and variability, all test results including subgrade CBR values, the location, and extent of any soft/wet areas, 2) the presence and extent of any core stones, weather rock and "rock excavation materials," 3) The factual excavation characteristics of the various materials. Where significant rock exists but is not "rock excavation materials," a discussion of the results of the dozier excavations, 4) Suitability of any cut materials for embankment of pavement construction, and if appropriate, the treatments required to meet the specification for base course of sub-base.
- x. Data on fluctuations of groundwater table with time in the boreholes during the performance of the fieldwork and in piezometers after completion of the fieldwork.
- xi. Compilation of individual test pit/boring logs, penetrometer results, etc. for each of the test locations with descriptions of sub-surface formations based on field descriptions and on the results of laboratory testing. In addition, the location and level of each of the test locations should be accurately defined and may require survey control.
- xii. Color photography of rock core, excavations, excavated materials, and any significant geological feature related to the project.
- xiii. Grouping and presentation of field and laboratory test results in appendices and as summary tables.
- xiv. A chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- xv. Provide a plot plan giving dimensional locations of test borings.
- xvi. Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences

15. Coordinate and work with District staff and consultants.

16. Attend meetings and Other General Duties: Consultant must attend various pre-construction meetings, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project as required.

17. Drilling and Sampling Methods

- a. The location and depth of the borings proposed by the Consultant and the Architect of Record shall be shown on a sketch accompanying the Consultant's proposal. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the District and the Consultant.
- b. If unusual conditions are encountered including, but not limited to, unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the District.
- c. The Consultant shall take such measures as are required to obtain the necessary information, subject to the District's approval.
- d. The Consultant shall advise the District as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the project site and shall perform such additional work as authorized by the District.
- e. The extent of exploration undertaken shall be consistent with that necessary to perform services consistent with the standards of Consultant's profession and that would be necessary given the size and scope of the project consistent with the terms of this Agreement. Sampling operations for both disturbed and undisturbed samples shall be in accordance with the American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required for the Report(s).
- f. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards including, but not limited to, ASTM Standards D1586, D1587, and D2113.
- g. Samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings unless otherwise specified on the boring drawing(s). Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (1) boring numbers, (2) sample number, (3) sample depth, (4) blows per increment required to drive sample as per applicable standards, (5) date, (6) Project name, and (7) Consultant's name.
- h. Rock cores shall be not less than one of one eighth (1-1/8) inches in diameter and shall be placed in core boxes properly labeled as indicated above.
- i. The samples shall be preserved, and field logs prepared by a California Registered Geotechnical Engineer.
- j. The Consultant shall notify the District before drilling equipment is removed from the site and advise the District as to the field description of soil conditions encountered. The Consultant shall perform such additional borings or other exploration as may be authorized by the District.

18. Evaluation and Recommendation Criteria

- a. The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the project.
- b. Anticipation of, and management of, groundwater for design of structures and pavements.
- c. Lateral earth pressures for design of walls below grade, including backfill, compaction, and sub-drainage, and their requirements.
- d. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
- e. Pavement design.
- f. Design criteria for temporary excavation and temporary such as excavation sheeting, underpinning, and temporary dewatering systems.
- g. Slope inclination and stability recommendations.
- h. Frost penetration depth and effect.
- i. Analysis of the effect of weather and/or construction equipment on soil during construction.
- j. Anticipated shrinkage and bulking factor for on-site soils.
- k. Presence of contaminated soils, underground tanks, and hazardous materials.
- l. Recommendations for excavation and mitigation of rock encountered, if applicable. Describe types of material requiring blasting and use of sonic wave testing methods to determine extent of blasting and associated costs.
- m. Recommendations for expansive potential of on-site soils, including the following methods: 1) soil pre-saturation, percentage past optimum and depth of pre-saturation; 2) removal and re-compaction of natural soils, 3) removal and import of select material; and 4) lime stabilization or similar treatment options.
- n. Identify potential water level, whether from perched water table or pressure source (spring or underground stream).
- o. Provide a geologic and earthquake engineering assessment, identifying any geological hazards associated with proposed site. Consideration shall be given, but not limited to, potential earthquake shaking landslide, flooding, expansive soil, fault displacement, soil liquefaction, and subsidence. In addition, comply with California Building Code, Chapter 16 regarding Site Geology and Soil Characteristics and all site-specific considerations as established in General Plan Seismic Hazard Elements as adopted by the local jurisdiction.
- p. Active, passive, and seismic pressures for retaining and basement walls or structures, and Coefficient of Friction. Include recommendations for pipe-based drainage relief behind such walls.
- q. Recommendations for floor slabs on grade and exterior concrete walkways, including sub-base, base, and vapor retarder considerations.

- r. Consultant shall file all Interim Verified Reports, a Verified Report, and any other documents that are necessary for the project's timely inspection and close-out as required by the applicable government agencies and/or authorities having jurisdiction over the project including, but not limited to, the Division of the State Architect ("DSA"). The consultant shall observe the construction of the project during the course of construction, at no additional cost to the District, to maintain such personal contact with the project as is necessary to assure the consultant that the Contractor's Work is being completed, in every material respect, in compliance with the DSA approved Construction Documents.
- s. Upon substantial completion of the project, the consultant shall prepare and submit to the DSA, Project Inspector, and the District written Verified Report, on Form DSA 293, pursuant to Title 24 of the California Code of Regulations. The consultant shall also submit a signed verified Report to the DSA, Project Inspector, and the District upon any of the following events:
 - i. Work on the project is suspended for a period of more than one month.
 - ii. The services of the consultant are terminated for any reason prior to the completion of the project.
 - iii. DSA requests a Verified Report.

19. General Requirements

- a. All work shall be performed by qualified personnel under the supervision of a Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer.
- b. The Consultant shall make a written record of all meetings, conferences, discussions, and decisions made between or among the Consultant and any other party related to the Project, including the District, Architect or Contractor, during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The Consultant shall provide a copy of such record to the District.
- c. The Consultant shall contact the District and all utility companies in order to obtain information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property when Consultant is performing its services under this Agreement. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry, which restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be plugged temporarily, pending any additional groundwater readings. At the completion of any groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.
- d. REPORTS AND LOGS: Deliver one copy of Geotechnical Report(s) and logs to the District. It is understood that the District, or the AOR on the District's behalf, may make and distribute copies of the reports and boring logs as necessary in connection with the proposed Project without incurring obligation for additional compensation.
- e. Logs of exploratory borings summarizing the soils conditions encountered, and the summary of laboratory testing results. Provide a plan indicating location of the borings, with a minimum of two (2) borings for anyone building, taken within the perimeter limits of the proposed building and adjacent areas. In addition, provide a

minimum of 1 boring at each paving and athletic field area. If no building layout is available at the time of investigation, provide a minimum of 10 borings.

- f. DISPOSITION OF SAMPLES: After all laboratory tests have been completed, samples shall be retained at the Consultant's office, and remain open to inspection (until the end of the recording of a notice of completion at which time the District shall be contacted as to the disposition of samples).
- g. Provide 5 copies of the final report. Where necessary, update the boring location plan to match the final site plan.
- h. During the term of this Agreement, the Consultant shall coordinate its services with the District, Architect, Project Inspector, Contractor, and any other parties necessary to ensure that the requirements applicable to the Consultant related to the DSA's Project Inspection Card (Form 152) procedure and any subsequent revisions or updates thereto issued or required by the DSA, or any other/alternate processes are being met in compliance with the DSA's requirements. The Consultant shall take all action necessary as to not delay progress in meeting any of the DSA's requirements. The Consultant shall meet any applicable requirements set forth in the DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by the DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the Project shall be deemed to include and incorporate any revisions or updates thereto.

20. Construction Services

- a. The Consultant shall have access to the Project site at all times.
- b. The Consultant will endeavor to secure compliance by the Contractor with the contract requirements but does not guarantee the performance of the contractor(s) contracts.
- c. The Consultant, as part of its basic services, shall advise the District of any observed deficiencies in the construction of the Project.
- d. The Consultant shall not issue orders to the Contractor that might commit the District to extra expenses without first obtaining the written approval of the District.
- e. The Consultant shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents if requested by the District.
- f. The Consultant shall be responsible for assisting the District in gathering information and processing forms required by applicable governing authorities, such as building departments, and DSA, in a timely manner and assist with the proper Project close-out, if necessary.
- g. If work requested by the Architect pursuant to this Article involves additional charge, prior written approval of the District shall be obtained before proceeding.

SAMPLE

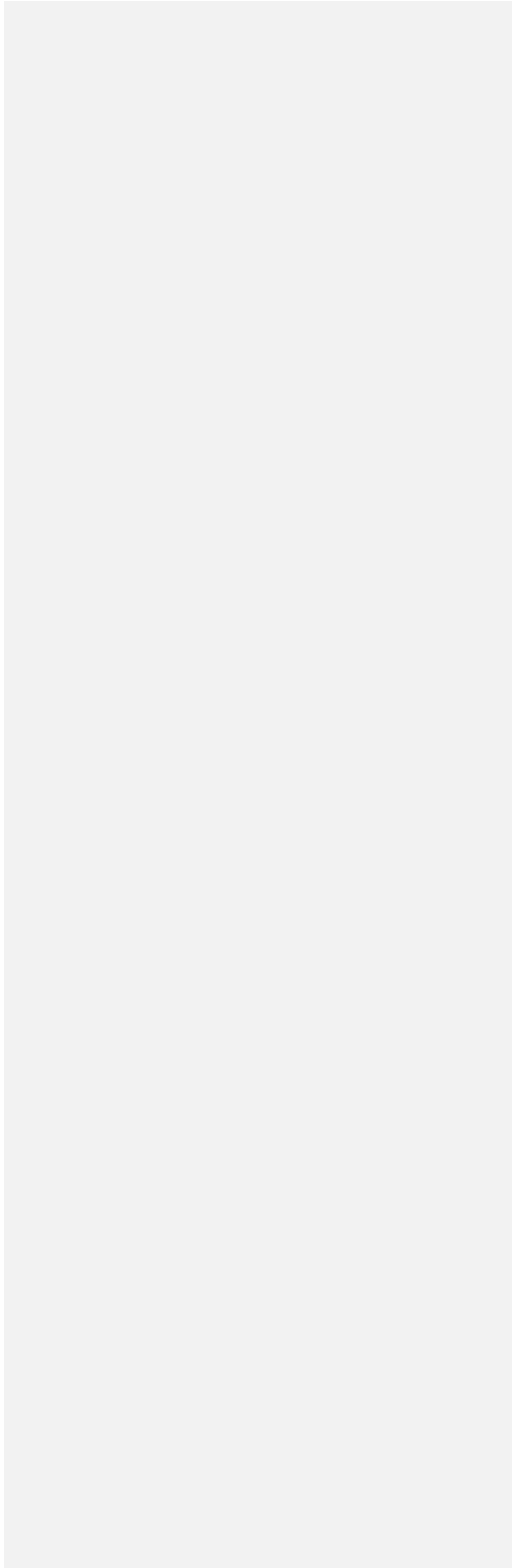
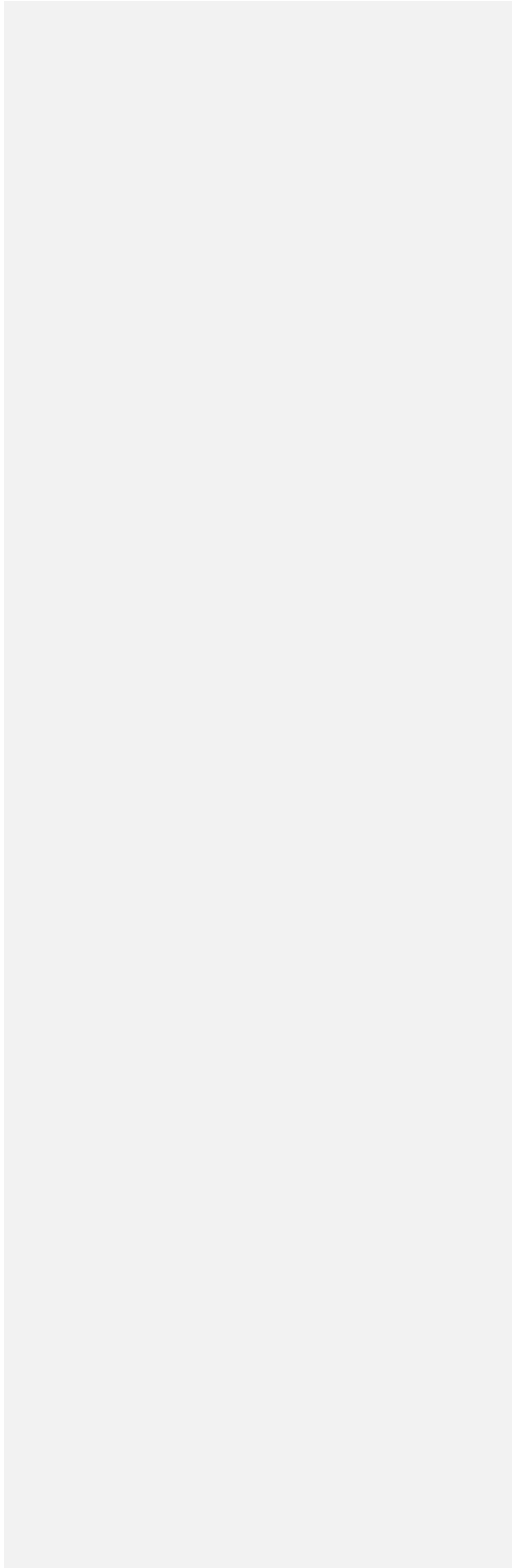


EXHIBIT B
HOURLY RATES / UNIT PRICES

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:

- 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.)

PREVAILING WAGE 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: _____

Title: _____

SAMPLE