



This Contract for Independent Consulting/Contractor Services ("Contract") is between the Ohlone Community College District ("District") and Chabot-Las Positas College District, Las Positas College ("Contractor") for the services specified below ("Services").

**The parties agree to the following:**

- 1. Performance Dates.** Contractor shall begin performing services on December 16, 2020, and finish performing on June 30, 2022, unless otherwise terminated in accordance with this Contract.

**Contractor may not begin performing the Services until this Contract has been properly executed by both parties and Contractor has received a Purchase Order from the District.**

**2. Services**

**A. Specific Services.** The Services to be rendered are: As specified in Exhibit A, Scope of Services, attached hereto and incorporated into this Contract by this reference.

**B. Licenses/Certifications.** Licenses/certifications required are: None

Contractor shall provide to the Purchasing Department all required licenses/certifications before commencing services, and then maintain them in good standing throughout the Contract.

**C. Location.** Contractor will perform the Services at: Las Positas College, 3000 Campus Hill Drive, Livermore, CA 94551

**3. Fees/Payments for Services Provided**

**A.** The District shall pay Contractor for the performance of the Services set forth in this Contract after delivery and acceptance by the District the sum shall not exceed \$80,000, as specified below.

\$	80,000	Fee
\$	0	Travel, as restricted in Section 4 C
\$	80,000	Total (Payments to Contractor shall not exceed this amount)

*Note: Amounts paid to any individual in excess of \$600 in a calendar year will result in a Form 1099 being issued and reported by law to the individual and the Internal Revenue Service as miscellaneous income.*

**B.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services except as specified in Section 3.A., unless otherwise indicated and agreed to in writing by the both parties.

**4. Payment**

**A.** To be paid, **Contractor must submit an itemized invoice** referencing a valid purchase order number to the Accounts Payable Department, who shall verify with the Department Official that the Services have been received and approve payment thereof. The invoice must specify the Services provided, which must match the description in Section 2; the dates of and work performed during the billing period; and the specific dollar amount.

**B. Contractor shall be paid at the end of the Contract** unless a schedule of progress payments for work performed is set forth here: Chabot-Las Positas College District, Las Positas College can bill quarterly for the duration of the grant period.

- C. **Travel.** District reimburses travel expenses **according to its policies** applicable to its employees. Contractor must submit an invoice for any travel reimbursement requested, specifying its expenses, and attach original receipts. (All travel must be pre-approved by the District.)

## 5. Contractor Responsibilities

- A. Contractor shall, at all times during this Contract, provide the Services within the standards of its profession.
- B. Contractor shall provide notice immediately to the District Official of any change in any license/certification. Contractor certifies that it shall maintain all applicable licenses/certifications.
- C. Contractor warrants that the Services provided conform to the Contract.
- D. Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules, and policies.

## 6. Insurance

Where applicable, the Contractor shall procure and maintain during the term of this Contract insurance policies described below issued by companies licensed in California with a current A.M. Best rating of A:VII or better.

### A. Minimum Scope and Limits of Insurance.

1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, scheduled, non-owned, or hired automobiles.
3. **Workers' Compensation** insurance as statutorily required by the State of California with Statutory Limits, and **Employer's Liability** insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

### B. Other Insurance Provisions

1. The General Liability and Automobile Liability insurance policies shall be endorsed to name Ohlone Community College District, its officers, officials, employees, agents, and volunteers as additional insureds with the following language:

*The Ohlone Community College District, its officers, officials, agents, employees, and volunteers are hereby named additional insureds as their interest may appear.*

2. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30-days written notice to the District.
3. If any of the required insurance policies are written on a "claims-made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance.
4. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it.

5. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.
6. **Verification of Coverage.** Before District signs this Contract, Contractor shall furnish the District's Purchasing and Risk Management Office with certificates of insurance and original endorsements evidencing the coverages, conditions, and limits required by this Contract.
7. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Section 6 will not be construed as limiting the scope of this indemnification.
8. **Non-Discrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity and affirmative action.
9. **Funds Unavailable.** District reserves the right to immediately cancel this Contract by written notice if funds become unavailable for the support of the program for which the Services are provided.
10. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature ("Works") to be delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title and interest to District.
11. **Notices.** Notices under this Contract shall be made to: for the District - Director of Purchasing, 43600 Mission Boulevard, Fremont CA 94539-5847; for the Contractor - the contact information field at the signature section of this Contract.
12. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Contract to any third party without prior written approval by the District. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior written approval of the District.
13. **Amendment.** The parties may change this Contract only through a written amendment signed by authorized representatives of both parties.
14. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
15. **Termination**
  - A. Either party may terminate this Contract for convenience and without cause at any time by giving 15-days written notice of termination.
  - B. District may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
16. **Interpretation:** Both parties intend this Contract to express their complete and final agreement.
17. **Authority:** Contractor warrants that the person signing this Contract on its behalf is fully authorized to enter into the Contract.

- 18. Confidentiality and Non-disclosure:** If the Contractor has access to student's educational records and/or staff personal information, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Contract. At all times during the duration of the Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy act of 1974 (FERPA) in all respects. Contractor may be required to execute supplemental Confidentiality and non-disclosure agreement.
- 19. Audit:** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Contract. Inspection shall take place during normal business hours at Contractor's place of business. Prior notice will be provided to set date/time.
- 20. Terms and Conditions:** Contractor acknowledges that it has read the Contract completely, and shall fully comply with its terms and conditions. Contractor certifies an independent contractor work status per IRS Guidelines such as: provides similar services to other customers, maintains insurance, sets its own priorities, time and hours of work, provides its own supplies, and determines the means of delivering services.

## Exhibit A – Scope of Services

Northern California Engineering Technology Pathway  
California Apprenticeship Initiative

### **Las Positas College Scope of Work:**

- Las Positas College will deliver pre-apprenticeship coursework to students including math leading to Calculus Readiness, Introduction to Engineering, Engineering Graphics prior to students' participation in pre-apprenticeship internship
- Las Positas College will deliver courses leading to Certificate or A.S. Degree in Engineering Technology
- Las Positas College will participate in quarterly Northern California Engineering Technology Apprenticeship Committee Meetings
- Las Positas College will track relevant pre-apprenticeship course enrollment, completion, internship participation, and apprenticeship placement
- Las Positas College will collaborate with Ohlone College and Growth Sector to provide relevant information per College policy for grant reporting purposes in a timely manner
- Las Positas College will work towards development and delivery of Vacuum Technology Course or workshop to pre-apprentices and apprentices

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract for Independent Contractor Services on the date specified with their signature fields below:

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature of person authorized to execute Contract)

Date: \_\_\_\_\_

Name: Jonah Nicholas

Address: 7600 Dublin Boulevard, 3rd Floor

Title: Vice Chancellor, Business Services

Dublin, CA 94568

Phone No.: 925-485-5253

Contractor is a:     Corporation     LLC     Partnership     Sole Proprietorship (an individual)

**OHLONE COMMUNITY COLLEGE DISTRICT**

Scope of Services Accepted by:

Name: Sara Goldware

By: \_\_\_\_\_  
(Signature of person accepting the scope of services to be delivered)

Title: Director, Strong Workforce and Career Pathways

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized to execute Contract)

Name: Tony DiSalvo

Date: \_\_\_\_\_

Title: Vice President, Academic Affairs