

**INDEPENDENT CONSULTANT AGREEMENT
FOR PROJECT INSPECTOR SERVICES**

This Independent Consultant Agreement for Project Inspector Services ("Agreement") is made and entered into as of the 1st day of July, 2022 by and between the Alum Rock Union School District ("District") and Geocon Consultants, Inc. ("Consultant" or "Inspector"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060, authorizes the District to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters through direct negotiation if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS the District duly determined that it needs project inspection services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS the Consultant is specially trained and experienced and competent to perform the project inspector services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide project inspection 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 July 1, 2022 and will diligently perform as required and complete performance by June 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
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 certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Prevailing Wage Certification
- Workers' Compensation Certification
- Fingerprinting / Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- COVID-19 Vaccination / Testing Certification
- Other: _____

4. **Compensation.** District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work 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 Work actually

completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. The Services shall be performed at the billing rates and/or fee schedule 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. **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.
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 school 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. To the extent applicable to Consultant's scope of work, 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 work 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. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.
10. **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.
11. **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.
12. **Termination.**
- 12.1. **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 (3) days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.2.1. material violation of this Agreement by the Consultant; or
- 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. 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 this 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.

13. **Indemnification.**

- 13.1. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of defense costs incurred by District ("Claim") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.
- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. 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 reasonable 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.
- 13.3. 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.

14. **Insurance.**

- 14.1. **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 Combined Single Limit	\$1,000,000
Professional Liability Per Claim Aggregate	\$1,000,000 \$2,000,000
Workers’ Compensation	Statutory Limits
Employer’s Liability	\$1,000,000

14.1.1. **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).

14.1.2. **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, 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.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant’s profession, coverage to continue through completion of construction plus three (3) years thereafter.

14.2. **Proof 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. Certificates and insurance policies shall include the following:

14.2.1. 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.

- 14.2.2. 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."
- 14.2.3. An endorsement stating that the 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 Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance Commercial General Liability and Automobile Liability 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. Notwithstanding the foregoing, with respect to Consultant's Professional Liability policy, waiver of subrogation coverage can be provided as required by written contract, per policy form.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **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.
15. **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 Work as indicated or specified. If Consultant observes that any of the Work 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 Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If any work is performed 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.
- 15.1. **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.
- 15.1.1. **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.
- 15.1.2. **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.

15.1.3. **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.

16. **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.

17. **COVID-19 Vaccination / Testing Requirements.**

Vaccination Requirements

Consultant shall fill out, sign, date and submit to District the COVID-19 Vaccination / Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Consultant shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader's name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Consultant may accept the documentation presented in (a) through (f) above as valid.

Consultant shall have a plan in place for tracking verified Consultant personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Consultant personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Consultant shall ensure that Consultant personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Consultant personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Consultant personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Consultant shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

18. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status 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).
19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
 - 19.1. All site visits shall be arranged through the District;
 - 19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

- 19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 19.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
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 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:
- 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
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.** 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. 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:

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
FAX: 408.928.6400
ATTN: Mr. Kolvira Chheng,
Assistant Superintendent, Business Services
EML: Kolvira.chheng@arusd.org

Consultant:

Geocon Consultants, Inc.
6671 Brisa Street
Livermore, CA 904550
FAX: _____
ATTN: Shane Rodacker, GE, Vice President
EML: rodacker@geoconinc.com

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) 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; 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.
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. **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.
31. **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.
32. **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.
33. **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.

34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **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.
36. **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.
37. **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]

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

Dated: _____, 20__

Dated: June 27, 2022

Alum Rock Union School District

Geocon Consultants, Inc.

By: _____

By: 

Print Name: _____

Print Name: Shane Rodacker

Print Title: _____

Print Title: Vice President

Information Regarding Consultant

License No.: _____

33-0337907

Registration No.: C 63291

Employer Identification and/or
Social Security Number

Address: 6671 Brisa Street
Livermore, CA 94550

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.

Telephone: (925) 371-5900

Facsimile: _____

E-Mail: rodacker@geoconinc.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____

EXHIBIT "A"
[SAMPLE DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT]

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

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services will generally consist of the following:

- 1.1.1 Compacted fill inspection and testing
- 1.1.2 Reinforcing steel inspection and testing
- 1.1.3 Structural steel inspection and testing
- 1.1.4 Brick and block inspection and testing
- 1.1.5 Glued laminated structural lumbar inspection and testing
- 1.1.6 _____ inspection and testing
- 1.1.7 _____ inspection and testing
- 1.1.8 _____ inspection and testing

12.A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

1.2 The Services shall be performed on the following project(s)/sites(s) ("Project"): **[INSERT SPECIFIC SCHOOL SITE(S)]**

13. The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

1.3 Consultant shall provide the services set forth herein, as well as any incidental service necessary for the full and adequate completion of Project in strict accordance with all local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions of Division of the State Architect ("DSA"), Statement of Structural Tests and Special Inspections, (form DSA 103 or more current version), and instructions included herein. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:

- 1.3.1 Form DSA IR 17-1 through 17-10, as applicable, Structural Tests and Special Inspection.

- 1.3.2 Form DSA PR 13-01, Construction Oversight Process Procedure.
- 1.3.3 Form DSA PR 13-02, Project Certification Process Procedure.
- 1.3.4 DSA 152 Manual.
- 1.3.5 All other applicable DSA requirements.
- 1.4 Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the Project Inspector.
- 1.4 Consultant shall respond to the Project Inspector's scheduling and coordination for Inspections and for Sampling and Testing services.
- 1.6 Consultant shall report all project-related activities to the Project Inspector and perform work under the supervision of the design professional in general responsible charge. Consultant shall prepare daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the Project Inspector on the same day the inspections were performed for his/her distribution to the Construction Contractor and Architect. Daily special inspection reports must be submitted in a timely manner such that construction is not delayed and not to exceed 14 days from the date the special inspections were performed. The reports are to be submitted to DSA, architect, structural engineer, Project Inspector and District.
- 1.7 Consultant shall immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents to the DSA, architect, structural engineer, Project Inspector and District.
- 1.8 Consultant shall submit an interim Verified Report (form DSA 292 or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable eight sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.9 Consultant shall submit Verified Reports (form DSA 292 or more current form) to the DSA, Project Inspector, District and design profession in responsible charge if any of the following events occur: (1) within 14 days of the completion of the special inspection work, (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.

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

- 2.1 The Consultant is personally responsible for verifying whether or not every aspect of the work that he or she is responsible to inspect is in compliance with DSA approved documents.
- 2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents

and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

14. 2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.
15. 2.3.1.2 Coordinate with testing laboratory for any sampling and testing requirements. Coordinate with project inspector on the interface of the work inspected with other aspects of the work.
16. 2.3.1.3 Verify that all materials, existing conditions, tools, consumables, formwork, shoring and other items that may affect working conditions meet requirements of DSA approved documents. Verify that construction workers are appropriately certified when required.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly

describe the portions of the construction they inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections:

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period of time between inspections varies for different type of work, the pace of the construction, the number of workers, the quality of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.1 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.2 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

- 17. 3.2.1 Form DSA IR 17-4, Basics of Structural Tests and Special Inspections.
- 18. 3.2.2 Form DSA IR 17-5, Structural Testing Laboratory Responsibilities.
- 19. 3.2.3 Form DSA IR 17-6, Structural Inspector Duties and Responsibilities.
- 20. 3.2.4 Form DSA IR 17-7, Soils and Foundations Testing and Inspection.
- 21. 3.2.5 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.
- 3.2.6 DSA 152 Manual.

- 3.3 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

EXHIBIT "B"
BILLING RATES

Consultant's entire proposal is not incorporated.

[INSERT RATES AND FEE SCHEDULE FROM CONSULTANT]



2022 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician.....	\$85/hr.
Engineering Field Technician/Special Inspector I	85/125(PW)*/hr.
Engineering Field Technician/Special Inspector II	95/135(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	105/145(PW)*/hr.
Word Processor/Technical Editor/Draftsman	85/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	100/hr.
Project Coordinator/GIS Specialist	110/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor	125/hr.
Senior Staff Engineer/Geologist/Scientist	135/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	145/hr.
Senior Project Engineer/Geologist/Scientist.....	160/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	175/hr.
Associate Engineer/Geologist/Scientist.....	200/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	240/hr.
Deposition or Court Appearance	400/hr.
Attorney Fees (General)	350/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5X Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate.....	2X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out)	4 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$200/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	60/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	185/225(PW)*/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	10/ea.	TPHd/mo (EPA 8015M)	80/ea.
Equipment Trailer	100/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Coring Machine (concrete, asphalt, masonry).....	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	170/ea.
Dilatometer (DMT) Test Equipment	800/day	Single Metal (EPA 6010B)	30/ea.
Generator or Air Compressor.....	150/day	STLC or TCLP Extraction	75/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	25/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	125/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	Naturally Occurring Asbestos (CARB 435)	90/ea.
Water Level Indicator	40/day	Asbestos PLM	20/ea.
Battery-Powered Pump	75/day	Asbestos 1,000-pt Count	80/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turnaround Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216).....	225/ea.
Check Point	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$90/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	120/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318)	200/ea.
Hydrometer Analysis (D422)	165/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	120/ea.
Specific Gravity, Soil (T100)	100/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422)	50/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.	Organic Content (D2974).....	65/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$100/ea.
Direct Shear (3 pts.)(D3080)	325/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea.
Consolidated-Undrained Triaxial Shear (D4767)	300/pt.
Consolidated-Undrained Triaxial Staged (D4767)	375/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$300/ea.
Permeability, Rigid Wall (D5856).....	300/ea.
Consolidation (D2435).....	60/pt.
Expansion Index (D4829/UBC 29-2).....	225/ea.
Swell/Collapse (D4546).....	165/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$120/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496).....	80/ea.
DSA Masonry Shear (DSA-207)	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140) ...	80/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger) 200/250/ea.	
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

HMA Air Voids, Gyrotray (T269)	\$525/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	220/ea.
HMA Core Unit Weight (D1188/CAL308).....	100/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	400/ea.
Tensile Strength Ratio (T283).....	1,000/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS


1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

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: June 28, 2022

Proper Name of Consultant: Geocon Consultants, Inc.

Signature: 

Print Name: Shane Rodacker

Title: Vice President

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 Work of this Contract.

Date: June 27, 2022

Name of Consultant: Geocor Consultants, Inc.

Signature: 

Print Name and Title: Shane Rodacker, Vice President

(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 Work under this Contract.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

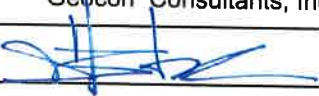
- Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

The undersigned does hereby certify to the District that I am a representative of the Consultant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Date: June 28, 0222

Name of Consultant: Geocon Consultants, Inc.

Signature: 

Print Name: Shane Rodacker

Title: Vice President

FINGERPRINTING CERTIFICATION / CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

Name / Company: _____

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Name / Company: _____

Name / Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

COVID-19 VACCINATION / TESTING CERTIFICATION

Consultant: Geocon Consultants, Inc.

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Consultant certifies that the following entity:

Geocon Consultants, Inc. as verified that the Consultant personnel providing services at District's project site(s):

- Have all been fully vaccinated in accordance with the CDPH Order.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.


Consultant understands that the District's project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Consultant will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, Shane Rodacker, certify that I am Consultant's Vice President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: June 28, 2022

Proper Name of Consultant: Geocon Consultants, Inc.

Signature: 

Print Name: Shane Rodacker

Title: Vice President