

Foothill - De Anza Community College District

INDEPENDENT CONTRACTOR AGREEMENT
FOR TRANSPORTATION SERVICES

De Anza College Foothill College Middlefield Campus Foothill-De Anza Foundation

This Agreement entered into this ___ day of ___, 2___ is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$88,300 or more. If sealed bids are required, this form of agreement cannot be used;
C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost that exceeds \$20,000, it is not valid and services shall not commence unless and until the Board of Trustees grants approval.

1. CONTRACTOR INFORMATION:

Contractor's Name _____

Address _____ City/County _____ a Zip _____

Business Phone _____ Fax No _____ Home _____

Social Security Number (last four) _____ *Fed. Tax I.D. Number _____

*CONTRACTOR MUST PROVIDE W-9

Business License Number _____

Are you a current or former employee of the DISTRICT? Yes [] No []

If yes, date last worked _____

If yes, specify last work location _____

Work Assignment _____

Are you related to any employee(s) in the DISTRICT? Yes [] No []

If yes, please identify the individual(s) _____

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Administrative Procedure 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$88,300) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services to be provided by contractor (**refer to and attach contractor's signed proposal or quotation**):

Instructions: Reference and attach an Exhibit "A" for each additional trip that will be provided by the contractor (See page 5 of this form).

Trip #: 1 of ____	
Trip Description:	
Bus Quantity:	
Passenger Total:	
Departure Date:	
Departure Time:	
Departure Location:	
Destination:	
Return Date:	
Return Time	
Return Location:	
Trip Cost:	
Special Requests:	

B. Grand total of all trip costs (i.e. the sum of all Exhibit "A" trip costs) : \$ _____

C. Contract Starting Date _____ Contract Ending Date _____

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. CERTIFICATE OF INSURANCE: The campus requester must obtain certificate(s) of insurance that comply with paragraph 6C, have them reviewed and signed by the District Risk Manager and attached to the signed ICA.

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

6. STANDARD TERMS AND CONDITIONS:

- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S automobile liability general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for contractor's coverage.
- C. **Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A.M. Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverage and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.**

Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage, including coverage for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance with limits not less than \$5,000,000 each occurrence and \$10,000,000 aggregate for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable;

General and Automobile liability policies shall include an Additional Insured Endorsement which shall read: the Foothill-De Anza Community College District, members of the Board of Trustees of the District, its officers, agents, employees and servants of the District, individually and collectively, as additional insured's. This insurance shall be primary and Non-Contributory to any other insurance or self-insurance available to the Additional Insured's and shall apply separately to each, except the inclusion of Additional Insured's shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.

- D. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 3 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- E. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.

- F. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- G. The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
- H. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor
Print Name _____

Date

APPROVED:

By signing below, the signatories certifies that:

- They have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.
- The contractor's current and valid insurance certificate(s) has been reviewed, approved by the District's and signed by the District's Risk Manager.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees.

[Required prior to commencement of services if the total cost exceeds \$20,000.]

Foothill – De Anza Community College District
Transportation Services
Exhibit “A”

Contract between Foothill – De Anza Community College District and _____
 _____, hereinafter called “contractor”.

Instructions: Reference and attach an Exhibit “A” for each additional trip that will be provided by the contractor.

Trip #: ___ of ___	
Trip Description:	
Bus Quantity:	
Passenger Total:	
Departure Date:	
Departure Time:	
Departure Location:	
Destination:	
Return Date:	
Return Time	
Return Location:	
Trip Cost:	
Special Requests:	