



**SOLANO COMMUNITY COLLEGE DISTRICT  
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR PROPOSAL (RFP) #21-008  
ON CAMPUS HOUSING PROJECT CONSULTANT SERVICES**

**Introduction**

In November 2012, the voters approved Bond Measure Q for facility improvements at the Solano Community College District (“District”). Funding is planned for new construction, renovations, and infrastructure. The District serves approximately 10,000 students across its main Fairfield Campus, and its two centers located in Vacaville and Vallejo.

The District has identified on campus housing as a priority for its Fairfield Campus. The Facilities Master Plan update completed and adopted by the Board of Trustees in December 2020 includes a new on campus housing project (please see the excerpt from the Facilities Master Plan update at the end of this RFP document – Exhibit “A”). To evaluate and implement this project, the District is soliciting proposals for **On Campus Housing Project Consultant Services**. We would like to have your participation and look forward to receiving your proposal.

**There is a Non-Mandatory Pre-Submittal Conference scheduled for Wednesday, April 28, 2021, at 2:30PM. This will be via a Microsoft Teams Meeting. If interested in participating in this Conference, please send a request to Priscilla Meckley-Archuleta via e-mail ([priscilla.meckley@solano.edu](mailto:priscilla.meckley@solano.edu)) no later than Tuesday, April 27, 2021, at 5:00 PM. You will receive Meeting instructions following your request.**

All questions or requests for clarifications regarding this RFP are to be sent by e-mail to Priscilla Meckley-Archuleta ([priscilla.meckley@solano.edu](mailto:priscilla.meckley@solano.edu)). All questions must be received on or before 2:00 PM May 3, 2021.

**All proposals must be received on or before, Wednesday, May 12, 2021, at 2:00 PM.** Proposals must be submitted via e-mail in PDF file format to Priscilla Meckley-Archuleta ([priscilla.meckley@solano.edu](mailto:priscilla.meckley@solano.edu)).

The following items need to be considered when submitting your proposal (the successful firm for this Project is hereafter referred to as the “proposer” or “consultant”).

**A. Scope of Work**

The District is seeking a Consultant to assist in evaluating and fully implementing, if found feasible, an on-campus housing project on the District’s Fairfield Campus. The selected Consultant will be expected to have a thorough understanding of and extensive experience in campus and student housing, partnership

projects, and community colleges. Work within the State of California, specifically Northern California, is desired. As the District is interested in developing a cohousing / co-generational / multi-generational housing model, the Consultant should have a good understanding of this type of housing. The District has divided the Scope of Services into four phases that, at a minimum, include the following identified tasks:

### **Phase 1: Assessment**

The first phase includes working with the District to identify the strategic objectives of on campus housing development and to determine the range of possible public-private partnership (P3) structures available. Tasks within this phase will include the following services:

- A. Conducting a Needs Assessment analysis and creating a list of prioritized District objectives in pursuing housing development; such objectives will inform further work, analysis and final recommendations.
- B. Reviewing and assessing existing planning documentation.
- C. Performing preliminary market research to determine range of housing and partnership options.
- D. Performing various surveys to include students, faculty, staff, and community constituencies. Surveys shall minimally include data to determine information such as:
  - 1) Desire for housing,
  - 2) Extent of the need for housing,
  - 3) Support for the development of housing facilities, and
  - 4) Expected size and scale.
- B. Administering and analyzing a web-based student survey.
- C. Benchmarking comparable campus development at peer institutions.
- D. Conducting focus groups with students and various stakeholder groups.
- E. Performing off-campus market research and analysis.
- E. Reviewing other housing projects at colleges of similar size with similar objectives.
- F. Reviewing cohousing, co-generational and/or multi-generational housing projects that may be used as a basis for or may inform the development of the District's on campus housing model. Housing projects are not restricted to college campuses and may include consideration of national and international projects, particularly those that are cohousing, co-generational and/or multi-generational in nature.

The Consultant will be available to begin Phase 1 of work immediately upon acceptance of its proposal and Board of Trustees contract approval. In addition, Consultant is expected to:

- 1. Conduct an initial kick-off session, as well as participating in kick-off meetings with staff, academic and classified councils/senates, and student organizations.
- 2. The Consultant will be required to present preliminary findings and preliminary market research, and will discuss on campus housing concepts in meetings with various District leadership groups and committees.
- 3. Meetings and presentations may be virtual, when possible.

### **Phase 2: Feasibility**

The second phase includes working to define and evaluate the detailed parameters of each component of the Project, considering factors such as programmatic, locational, market, political, capital and

operating requirements. The Consultant will use the results to determine the direct financial impact that various development scenarios would have. This phase of work, if not completed during the fall or spring semesters, will need to be structured to ensure robust faculty, staff and student participation. Tasks within this phase will include the following services:

- A. Conducting and synthesizing detailed primary market research.
- B. Applying national planning standards.
- C. Developing a comprehensive integrated financial model including operating parameters, as well as capital budgets and development schedules.
- D. Testing capital cost, phasing, and project structure scenarios.
- E. Reviewing various funding strategies seeking to balance the short- and long-term financial impacts of development.
- F. Explaining options and recommendations regarding financing, potential partnership structures, size and type(s) of housing.
- G. Participating in and / or presenting at one or more Solano Community College Board of Trustees meetings.

In addition, Consultant is expected to provide the following services:

- 1. Present preliminary findings and concepts in meetings with District leadership, classified and academic councils/senates, stakeholders, student government and at least two (2) forums open to campus employees and students.
- 2. Present a detailed project concept and financial scenarios meeting with District leadership and stakeholders.
- 3. Meetings and presentations may be completed virtually, when possible.

### **Phase 3: Partnership Engagement**

The third phase includes working with the District based on the findings of the previous phases of work and the needs identified, to select and contractually engage third-party partner(s) in the development of the on campus housing initiative. Tasks within this phase will include the following services:

- A. Drafting a customized Letter of Interest (for prequalification of developers).
- B. Participating in preliminary development partner meetings.
- C. Creating and issuing a detailed RFP or RFQ/RFP for development partner(s).
- D. Reviewing development proposer's responses and determining a shortlist of development partners.
- E. Manage the interview process of the shortlisted teams.
- F. Participating in at least four (4) District meetings, in addition to interview, interview preparation meetings/discussions and interview follow-up/review meetings.
- G. Providing negotiating consulting services for contractual terms with selected partner(s).

In addition to the items listed above, the Consultant is expected to provide the following services:

- 1. Consultant will engage the District in a discussion and review concerning the language for the RFP or RFQ/RFP for Development Partner(s).

2. Participate with District in meetings with potential selected development partner(s) who positively respond to the issued Letters of Interest. Consultant also will participate with the District in reviewing RFP or RFQ/RFP responses and discuss preliminary RFP or RFQ/RFP parameters.
3. Make a final presentation of the defined project concept and structure as well as detailed project implementation schedule to the Board of Trustees and select committees.
4. Participate in a meeting of the Board of Trustees to present recommended development partner(s).
5. Participate in a meeting of the Board of Trustees to present the contract terms for the selected development partner(s).
6. Meetings and presentations may be virtual, when possible.

#### **Phase 4: Implementation**

The fourth phase includes work with the District to provide owner's representation services during implementation of each of the phases of project development and implementation (Project phases beyond Phase 3: Partnership Engagement). The District may consider flexibility to contract with the Consultant in one or a combination of the following three (3) structures:

- A. Time and materials basis,
- B. Fixed fee by task basis, and/or
- C. Fixed monthly fee basis.

Throughout this phase, Consultant will remain directly contracted with the District; however, alternatives for funding may be employed including funding by the development partner(s).

#### **F. Submittal Format**

Firms responding to this RFP must follow the format below. Material must be in 8-1/2" x 11" format, portrait orientation. Submittals are limited to a maximum of thirty (30) numbered pages (double-sided and 11" x 17" pages count as two pages) of printed material excluding tabs, table of contents and covers. The appendix is limited to no more than ten (10) pages. **Provide one (1) electronic copy of the RFP response via e-mail.**

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a proposer does not respond to all categories requested, the proposer may be disqualified from further consideration.

##### **1. Cover Letter**

- Identify the name of the proposing firm and type of organization (i.e., Sole Submitter, Joint Venture).
- Provide a brief history of the proposing firm.
- Provide a summary of the firm's philosophy and capabilities.
- Summarize proposing firm's most relevant qualifications and experience.
- Identify key firm members.

- Provide name, telephone number, and e-mail address of primary contact person.
- Acknowledge any addenda issued.
- Include a statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred and eighty (180) days.
- Include a statement expressing the proposer’s willingness to perform the services as described in this RFP.
- Include a statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- Include a statement that there is no conflict of interest.
- Include a statement expressing the proposer’s availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP. If the timeframes reflected in the “Anticipated Project Schedule” in Section D do not seem adequate, please include a statement indicating such and further address the anticipated project schedule concerns/challenges within the proposal.
- Cover Letter shall be signed by authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principle sign on behalf of each party of the joint venture.
- Acknowledge and understand that successful firms will be required to sign a standardized agreement. A sample agreement is included in this RFP as “Exhibit B”.

The following statement must be included in the Cover Letter:

*“[Proposer’s name] has received a copy of the standardized Independent Consultant Agreement used by Solano Community College District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [Proposer’s name] has no substantive objections to the use of this agreement.”*

## **2. Relevant Firm Qualifications/Experience**

- Describe your firm’s experience with housing projects within California.
- Describe you firms’ experience with housing projects for community colleges and other higher education campuses.
- Describe your firm’s experience with cohousing / co-generational housing.
- Describe your firm’s experience with Public-Private Partnerships (P3’s).
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines for scopes of service similar to this Project’s scope of services.
- Describe why your firm would be the best fit for this Project. What distinguishes your firm from others?
- Provide information about prior services delivered by your team in the last seven (7) years on at least seven (7) and no more than ten (10) campus housing projects. Include the following information for each Project listed:
  - Project Name, Type of Project, Location and Contract Completion Date.

- Construction Cost and Delivery Method of Project.
- Key Individuals of the Proposing Entity who were involved and their roles in the Project.
- Owner’s name and name of owner’s contact person; including title, telephone and e-mail address (to be contacted for reference).

**3. Firm Summary**

- Identify location(s) of office(s) from which this Project will be staffed.
- Identify key individuals being proposed. Briefly state each individual’s qualifications and experience relevant to the requested services and the scope of each’s anticipated involvement on this Project, including anticipated time commitment for each Phase of the Project.
- Provide an organizational chart.
- List any State of California certifications for your firm (i.e., Small Business or Disabled Veteran Business Enterprise status).
- List license and registration number(s), if appropriate, for professional staff.

**4. Fee Proposal**

Submit your Fee Proposal in the following format:

- Phase 1: Assessment – Lump Sum, Not-to-Exceed, Fee. Indicate time commitment of each key team member.
- Phase 2: Feasibility – Lump Sum, Not-to-Exceed, Fee. Indicate time commitment of each key team member.
- Phase 3: Partnership Engagement – Lump Sum, Not-to-Exceed, Fee. Indicate time commitment of each key team member.
- Phase 4: Implementation – Provide a Fee for Phase 4 services using one, more than one of a combination of more than one of the fee structures noted on Page 4 (Section A. Phase 4: Implementation). Base your Fee upon the Anticipated Project Schedule shown in Section D.
- Hourly Billing Rates: Submit hourly billing rates (for your firm and any sub-consultants). If hourly billing rates included here are different from hourly billing rates used in developing Lump Sum Fees for Phases 1 – 3, please provide hourly billing rates for each Phase of the Project. An anticipated Project Schedule is included in the RFP, Section D. If hourly billing rates are anticipated to change at any point during this Project, please indicate those changes. Otherwise, it is expected the hourly billing rates will be as stated within this response, without any escalation.

**5. Litigation History**

Provide a five-year summary of the firm’s litigation, arbitration and negotiated / settlement history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Failure to provide the requested information, or responses that assert attorney-client privilege, may be deemed as non-responsive to this RFP.

**6. Appendix (limited to 10 pages)**

- Resumes for key individuals.
- Additional information pertinent to this submittal (optional).

**G. Selection Criteria**

Each RFP response must conform with and be responsive to the requirements set forth in this RFP. Incomplete responses may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Consultant is responsive, responsible, and qualified. Responses will be evaluated on the basis of submittals, additional investigations, and/or interviews. Selection will be based upon Best Value methodology.

**1. Submittal Evaluation**

A selection committee will evaluate all RFP responses as submitted based on Section A: Submittal Format (including but not limited to):

- Firm and Staff Qualifications.
- Demonstrated experience with projects for California community colleges, other California higher education campuses, student housing, and cohousing / co-generational housing.
- Demonstrated experience with P3 projects.
- Timeliness of work and ability to meet schedules.
- Consultant's experience with DSA, local and State agencies and regulations.
- Experience working on Projects with different types of delivery methods.
- Demonstrated experience with assessments, feasibility studies and partnership engagement / negotiation.
- Demonstrated experience providing owner's representation services on similar Projects during design and construction.
- Current commitments and capacity, entity's ability to handle several simultaneous Projects.
- Location of firm's nearest office and accessibility to this Project.
- Reputation of individual firms as determined by references from previous clients.
- Fee proposal and hourly rates.
- Litigation history.

**2. District Investigations**

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the response. The District may also ask a submitting firm to provide additional information pertinent to the review process.

### **3. Interviews**

The District, at its sole discretion, may elect to interview one or more submitting Consultants. The interview will provide an additional opportunity for the District's selection committee to review the Consultant's qualifications and experience, and other matters the committee deems relevant. **If a Consultant is requested to interview, the key individuals listed in the RFP response must participate in the interview.**

Following the evaluation process, the selection committee will make a recommendation to the District regarding selection of Consultant.

### **4. Final Determination and Award**

The District reserves the right to contract with any Consultant responding to this RFP for all or any portion of the work described herein and/or in an Agreement offered to the Consultant, to reject any RFP responses as non-responsive, and/or not to contract with any Consultant submitting a response for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any submittal in response to this RFP, including any supporting materials and costs associated with interviewing, if conducted as part of the selection process. The awarding of contracts, if at all, is at the sole discretion of the District. The District reserves the right to reject any or all proposals, and waive any irregularities or informalities not affected by law.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for select portions of the scope of work identified herein. In such case, the successful proposing Consultant will be given the option to not agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing entity.

The Respondent's RFP proposal, and any other supporting materials submitted to the District in response to the RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.



## H. Schedule

The following schedule identifies the key RFP milestones and the anticipated schedule for this Project. The District reserves the right to change the dates on the schedule below without advanced notice.

DATE	EVENT	TIME/ DEADLINE
Wednesday, April 14, 2021	Release of Request for Proposals	-
Wednesday, April 28, 2021	Non-Mandatory Pre-Submittal Conference (via Microsoft Teams)	2:30PM
Monday, May 3, 2021	Deadline for submittal of written questions	2:00 PM
Thursday, May 6, 2021	Answers to written questions via Addendum	5:00 PM
<b>Wednesday, May 12, 2021</b>	<b>Consultant Proposals Due</b>	<b>2:00 PM</b>
Wednesday, May 19, 2021	Interviews, if determined by the District that interviews are required	-
Wednesday, June 2, 2021	Contract Award at Board of Trustees Meeting	-
<b>ANTICIPATED PROJECT SCHEDULE</b>		
June – August 2021	Phase 1: Assessment	-
September – November 2021	Phase 2: Feasibility	-
December – April 2022	Phase 3: Partnership Engagement	-
April 2022 – May 2026	Phase 4: Implementation	-
August 2026	Occupancy	-

## I. Considerations

Equal Opportunity: The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFP, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

District Modifications to Proposals: Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding; and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by the District. All Addenda issued to this RFP will be posted to the District web site at <http://www.solano.edu/measureq/vendor.php> on the bids link. Addenda will also be e-mailed to all attendees of the non-mandatory pre-submittal conference. Since failure to acknowledge any Addendum(s) may be cause for rejection, Proposers must acknowledge all addenda with the proposal.

Award Without Discussion: The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

Negotiation: District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

**Completion of Proposals:** Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal. Consultants are required to follow and adhere to the format as prescribed in this RFP.

**Modifications to Proposals:** The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time have passed.

**Withdrawal of Proposals:** Any Consultant may withdraw their proposal by written request via e-mail to Priscilla Meckley-Archuleta at [priscilla.meckley@solano.edu](mailto:priscilla.meckley@solano.edu) at any time prior to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: “*Your Company Name/Withdrawal of RFP # 21-008.*” No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

**Irrevocable Offer:** Proposals shall be considered irrevocable offers for a period of one hundred and eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

**Error in Proposal:** Consultant shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Consultant that the submitted proposal requires correction of the errors. The District reserves the right to request additional information and/or clarification to allow corrections of errors or omissions.

**Examination of Contract Documents:** Consultants shall thoroughly examine the contents of this RFP. The failure or omission of any Consultant to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Consultant from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. If any ambiguity, conflict, discrepancy, omission or other errors in the RFP are discovered, then the Consultant shall notify the District of the error in writing and request modification or clarification of the document through the timelines and process identified in the RFP. All requests for clarifications shall be sent to the attention of Priscilla Meckley-Archuleta via e-mail at [priscilla.meckley@solano.edu](mailto:priscilla.meckley@solano.edu).

**Ordinances, Laws and Regulations:** The Consultant shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Consultant shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Consultant operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

Prohibited Interest: No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Consultant shall receive no compensation hereunder should Consultant aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Consultant agreed to perform, shall be borne and paid for by the Consultant.

Quality of Work: The Consultant shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Consultant shall be required to correct the same at their own expense.

Quality of Personnel Assigned to the Work: The Consultant shall not employ on this account any unfit person or anyone not skilled in the work assigned to her/him and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit to perform their duties and so inform the Consultant, the Consultant shall immediately remove such person from this work and such individual shall not again, without prior written permission of the District, be assigned to work under this contract.

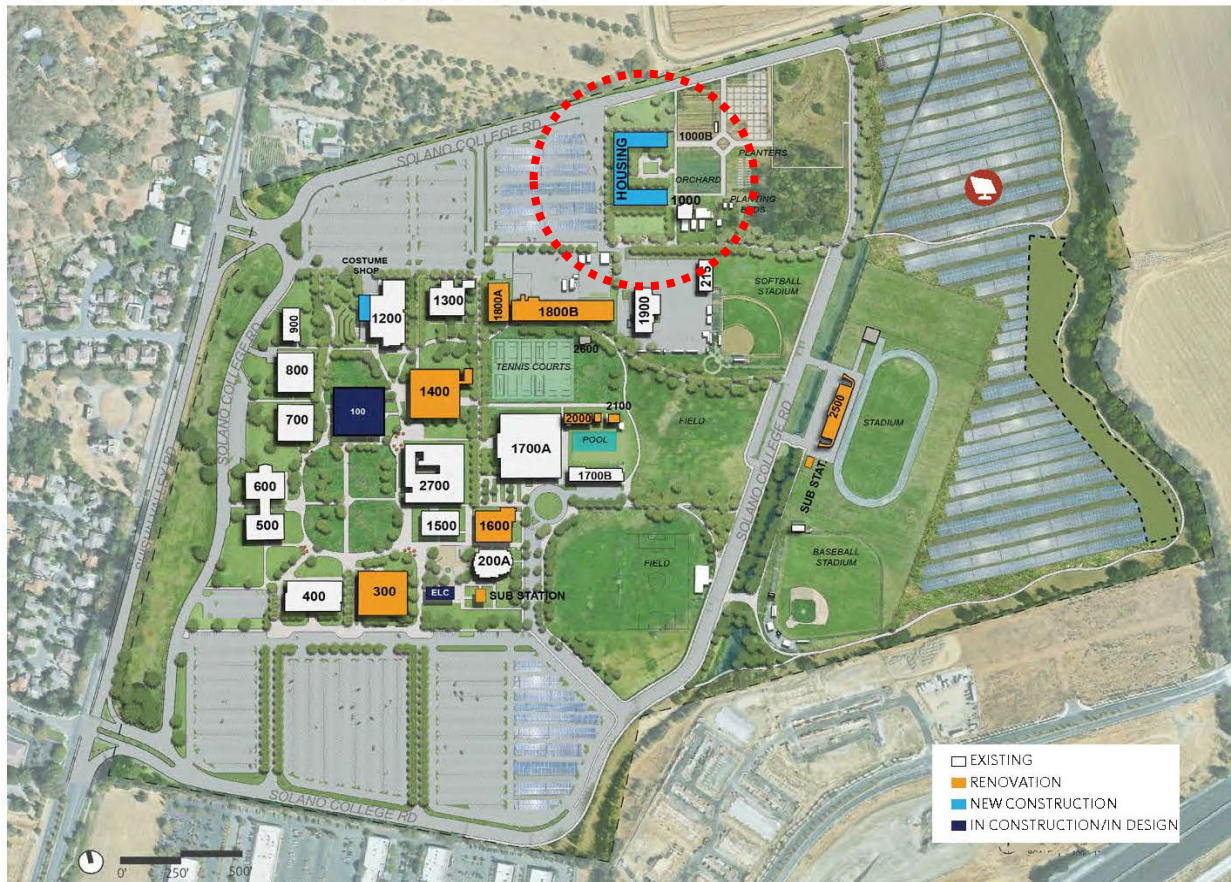
Restrictions on Lobbying and Contacts: From the date of issuance of this RFP and ending on the date of contract award, no person or entity submitting a response, nor any officer, employee, representative or agent representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Citizens' Bond Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be grounds for disqualifying the person, firm or entity submitting a response.

**WE THANK YOU FOR YOUR INTEREST IN THE SOLANO COMMUNITY COLLEGE DISTRICT'S  
MEASURE Q BOND PROGRAM**

## EXHIBIT A

Below is the proposed location for Housing on the Fairfield Campus. The full 2020 Facilities Master Plan may be viewed/downloaded from the following link: <http://www.solano.edu/measureq/planning.php>.

### 2020 FACILITIES MASTER PLAN



Gensler

Solano Community College 2020 Facilities Master Plan | 99

### STUDENT HOUSING

Student housing on the northern side of the campus may be proposed to ease the housing burden on students. Its location would provide easy access to parking and views of the campus orchard. This location is a short distance to the center of campus, while also providing a degree of separation. A new approach to student housing includes the concept of co-generational housing providing college students and seniors the opportunity to share space on a college campus. The housing could also serve as an internship site for Human Services, Sports Medicine, and the CNA program.

**EXHIBIT B**

**INDEPENDENT CONSULTANT AGREEMENT  
FOR PROFESSIONAL SERVICES**

(See following pages.)

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**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Solano Community District, ("District") and \_\_\_\_\_ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at \_\_\_\_\_ ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide services to assure that [INSERT PROJECT DESCRIPTION] will comply with the requirements of the consultant’s services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
- 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
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

- 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the 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. The schedule of deliverable Services produce is as follows:

- 4.1.1. \_\_\_\_\_
- 4.1.2. \_\_\_\_\_
- 4.1.3. \_\_\_\_\_
- 4.1.4. \_\_\_\_\_
- 4.1.5. \_\_\_\_\_

4.2. **[OPTIONAL]** 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 the Consultant in performing its Services pursuant to this Agreement.

4.3. **[OPTIONAL]** 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. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. 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. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **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:

7.1. \_\_\_\_\_

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.

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 the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** 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. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **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 days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.]



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

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ __,000,000 \$ __,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ __,000,000 \$ __,000,000
<b>Professional Liability</b>	\$ __,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ __,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.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. 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.

14.2.3. An endorsement stating that the District and its Board of Education, 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.

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. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **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 Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses 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.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **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.
21. **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:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or

deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**

4000 Suisun Valley Road

Fairfield, CA 94534

[FAX]

ATTN: \_\_\_\_\_

**Consultant:**

[NAME]

\_\_\_\_\_  
\_\_\_\_\_, California 9\_\_\_\_\_

[FAX]

ATTN: \_\_\_\_\_

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

**25. 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.

**26. 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 the District's administrative offices are located.

**27. 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.

**28. 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.

**29. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**30. 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.

**31. 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.

**32. 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.

**33.Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**34.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.

**35.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.

**36.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\_\_

**Solano Community College District**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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**Information regarding Consultant:**

License No.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other: \_\_\_\_\_

**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 Contractor to furnish the information requested in this section.**

**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: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**INDEPENDENT CONSULTANT AGREEMENT  
EXHIBIT "A"  
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

The Scope of Services may vary for each individual project but generally is intended to include full consultant services through the design and construction phases of the specific projects. The Scope of Services may, as required by the project, include site evaluation and investigation, preparation of biddable documents, construction administration and assistance in development of a Project Budget for the specific project. The Consultant may be required to meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for project development.