

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
ARCHITECTURAL PLANNING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of December, 2022 by and between the **Solano Community College District**, ("District") and **HPI Architecture** ("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 District ("Project"); and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide architectural planning services for the **On-Campus Housing Project**, 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 December 7th, 2022 and will diligently perform as required and complete performance by October 31st, 2023, 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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Hundred Eighty-Eight Thousand Dollars and Zero Cents (\$288,000.00)**. 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.
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. Not applicable.

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 community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of 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 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 these expenses, 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
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 Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
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 two (2) years thereafter.

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 Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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, California 94534

ATTN: Lucky Lofton
Vice President, Facilities and
Executive Bonds Manager

Consultant:

HPI Architecture

115 22nd Street
Newport Beach, California 92663

ATTN: Larry Frapwell
President

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.

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

Dated: _____, 2023

Dated: _____, 2023

Solano Community College District

HPI Architecture

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Vice President, Facilities and Executive Bonds Manager

Print Title: _____

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.

END OF DOCUMENT

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.)

END OF DOCUMENT

EXHIBIT "A"
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT,
COSTS, ADDITIONAL SERVICES AND HOURLY RATES**

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

Project Description:

- A. The College is exploring the development of a co-housing community consisting of the following:
 - 1. Approximately 300-350 beds of affordable student housing as defined by SB 169;
 - 2. Other, non-SB 169, on-campus student housing including multiple cohorts of single students and students with families/partners/couples/dependents;
 - 3. Faculty and staff housing;
 - 4. Senior (55 plus) independent-living housing; and
 - 5. Shared educational, community/social, recreational and related spaces and facilities supporting and integrating the varied populations of the co-housing community.

- B. The District has engaged Scion, under separate contract, to provide, but is not limited to the following:
 - 1. Market Demand Studies (MDA) and Financial Analysis services relative to the total on-campus student housing demand. Market Demand studies have not been completed for other elements of the project – faculty and staff housing; senior housing; educational, community, recreational and related spaces and facilities;
 - 2. A program/proposed mix of student housing types and units based upon results of the MDA; and
 - 3. Leadership and coordination of the SB 169 grant application(s).

- C. The Consultant shall provide:
 - 1. Programming and visioning services to support the District in further definition of the co-housing project;
 - 2. Conceptual planning services resulting in a Housing Precinct Plan including identification of a proposed site for the SB 169 housing; and
 - 3. Planning and architectural support of Scion and the District in the preparation and submission of an application(s) for construction funding under SB 169.

Scope of Services:

- A. This shall be an iterative process of assessment, analysis, conceptualization and refinement via regular coordination/engagement meetings (every week or every other week) with the District and Scion team beginning December 2022 and continuing through submission of the SB 169 grant application in July 2023. Consultant scope includes, but is not limited to the following:

1. Housing Precinct Visioning and Planning

a. Study Area Assessment and Analysis

- 1) Review of District-provided documents for the study area including any boundary, topographic, utility/infrastructure and other available documents.
- 2) Visit the proposed site/study area (maximum of 1 trip involving 2 team members) together with knowledgeable District personnel and our Civil Engineer to complete a visual assessment and further our understanding of the site/study area and its relationship to the campus and surrounding neighborhood/community.
- 3) Based upon District-provided documents and visual assessment of the selected site, document physical and environmental opportunities and constraints such as:
 - i. Site development constraints based upon available documentation relative to boundaries, easements, and topography;
 - ii. Context/Surrounding land uses;
 - iii. The sites relationship to the existing campus fabric and current master plan, including existing and proposed campus land use patterns - current and future buildings, parking, open space, and vehicular and pedestrian circulation patterns;
 - iv. Vehicular access, circulation and traffic safety issues related to project development based upon visual observation of existing conditions;
 - v. Pedestrian access and circulation including potential safety and accessibility issues (a high-level assessment of readily observable conditions);
 - vi. Infrastructure and utility availability and capacity based upon available documents;
 - vii. Views and other visual characteristics including campus architectural character; and
 - viii. Other natural/environmental factors including solar orientation and winds.
- 4) If deemed appropriate/necessary by the District, participate with the District in preliminary discussions with local jurisdictional agencies to determine alignment with jurisdictional priorities and concerns.
- 5) Recommend additional studies or investigations required to further the District's understanding of the site.

b. Visioning and Program Development

- 1) The program for the Student Housing element of the Co-housing Precinct shall be informed by the Market Demand Studies completed by Scion.
- 2) The program and vision for other elements/uses including Faculty and Staff Housing, Senior Housing, and shared educational, community/social, recreational, and related spaces shall be defined through a series of workshops (4 workshops/maximum of 2 trips involving 2 team members) with District-selected stakeholders, potentially including, but not limited to:
 - i. Campus leadership;
 - ii. Campus shared governance committees;

- iii. Educational Divisions/Departments that may contribute to and/or be supported by the Co-housing vision;
 - iv. A limited number of local senior housing developers; and
 - v. Local governmental and jurisdictional agencies as deemed appropriate by the District team.
- 3) Based upon the input from these stakeholder workshops, Consultant shall prepare for review and approval of District a conceptual program identifying the mix of proposed uses to be used for the planning services outlined below.

c. Planning Options and Solutions

- 1) This shall be an engaging process of workshops and reviews with District and selected stakeholders where Precinct Plan recommendations and options are presented in graphic and narrative form and are refined in an iterative process. These efforts shall include:
- i. Development and presentation of diagrammatic planning concepts reflecting the "vision and program" (maximum of 1 trip involving 2 team members). This may include assessment and exploration of the advantages and disadvantages of multiple concepts. The goal will be to initiate discussion of the "big idea", the overall planning concept and the resulting physical character of the site /study area.
 - ii. The final Precinct Plan shall delineate the following:
 - i. General zoning, placement, character and massing of future buildings including a recommended site for development of the SB 169 housing element.
 - ii. Open space character and improvements including:
 - (1) Streetscape/community edge character;
 - (2) Site promenades and major focal open space enhancements;
 - (3) Focal features;
 - (4) Accessibility (ADA);
 - (5) Recreation areas and opportunities, outdoor classroom spaces, breakout and study opportunities in connection with the built environment; and
 - (6) Athletic and recreational facility improvements.
 - iii. Vehicular access, circulation and parking improvements.
 - iv. Pedestrian circulation improvements.
 - v. Emergency and service vehicle access and circulation improvements.
 - vi. Recommended (at a planning level) on-site and municipal utility infrastructure improvements, including but not limited to storm drainage, sanitary sewer, domestic and fire water, irrigation and reclaimed water, central plant utilities, electrical and telecommunications/technology distribution.

2. SB 169 Housing and Grant Application

- a. Consultant shall provide the following services in support of the SB 169 grant application:

- 1) Program Review and Development
 - i. Review and confirm program assumptions developed by Scion and the District as follows:
 - (1) Review the Market Demand Studies and Financial Analyses completed by Scion.
 - (2) Assist in benchmarking of the proposed program relative to similar housing projects and provide recommendations for adjustment or refinement of the program.
 - (3) Participate in program review and development efforts with the District and stakeholders as follows (maximum of 1 trip involving 2 team members):
 - (a) One (1) kickoff meeting with the District and
 - (b) Up to three (3) stakeholder meetings.

b. Concept Development and Refinement

- 1) Based on a validated program and selected site, develop and refine thru iterative engagement with the District and College stakeholders the following:
 - i. Unit Plans – Develop unit plans in response to the Market Demand Studies;
 - ii. Site and Building Blocking/Utilization Diagrams - Conceptual diagrams identifying the general organization and relationship of program elements within the building(s), and the relationship of the building(s) to the site and adjoining improvements;
 - iii. Building Massing Studies – Alternative massing strategies including relationship to the site, neighborhood/campus context and other environmental/sustainability factors.
 - iv. Conceptual Floor Plans - Based upon the agreed to blocking/stacking diagrams prepare conceptual floor plans defining the following:
 - (1) unit types and mix,
 - (2) building amenity/common area allocations, and
 - (3) functional requirements and adjacencies;
- 2) Conceptual Site Plan – Defining the following:
 - i. Building location;
 - ii. Vehicular and pedestrian access improvements;
 - iii. Extent of and concept for hardscape, landscape, lighting, signage and other site improvements including relationship to adjacent sites and buildings, roadways, parking and other improvements;
 - iv. Extent and concepts for Utility/Infrastructure Improvements including extension and/or upgrade of utilities (if required) and storm water management; and
 - v. Extent of grading (if applicable);
- 3) Building Envelope Studies - Development of exterior elevations and preliminary material and color selections;
- 4) Code Analysis – Development of a preliminary code analysis including the application of lessons learned on previous DSA-approved student housing;

- 5) CEQA Support – Provide information relative to the project scope for the purposes of supporting a CEQA consultant retained by the District;
- 6) Project Delivery and Phasing Strategies – Identification and discussion, together with the District and Scion, of the intended project delivery method and project schedule; and
- 7) Development of a Conceptual Level Estimate of Probable Construction Cost as necessary to inform the SB169 application.

c. Initial Engineering Studies

- 1) Preliminary engineering studies will be needed to assist the architectural team in ensuring that the design concept is feasible and to assist in defining the intended scope of improvements. The work product will not be “final engineering design” but rather preliminary basis of design reports to confirm the concept plan is feasible from an engineering standpoint. Key engineering considerations may include:
 - i. Grading, hydrology, and wet utility improvements;
 - ii. Vehicular and pedestrian connectivity – assessment of offsite circulation in addition to access points to public right-of-way to conceptually determine the general scope of offsite improvement or mitigation measures if required;
 - iii. Structural, mechanical, and electrical system selection;
 - iv. Acoustics/environmental noise mitigation;
 - v. Impact of CEQA mitigation measures if identified/available; and
 - vi. Initial LEED consulting to establish feasibility and project scope.

d. SB 169 Grant Application Support

- 1) The final work product shall serve as a decision-making tool for the District’s advancement of the proposed student housing project and in seeking SB 169 or other project funding.
- 2) Final format and content of the SB 169 grant application has not been issued by the Chancellor’s office. It is anticipated that submission requirements will be similar to a COBCP FPP document. Consultant shall support the District team in the preparation of the architectural portions of these documents and a Board presentation (maximum of 1 trip involving 2 team members).

3. Excluded Services

- a. The goal of this engagement is to deliver the services and work product in a collaborative, efficient, cost-effective manner focusing on what is needed to validate and advance the Project. Therefore, should it be determined, in collaboration with the District, that consulting services not specially identified above would benefit the effort, Consultant is prepared to work with the District to identify and engage the appropriate resources.
- b. The following services are excluded:
 - 1) Geotechnical Studies and Engineering;
 - 2) Traffic Consulting/Engineering;
 - 3) Environmental Testing including hazardous assessments;

- 4) California Environmental Quality Act (CEQA) Consulting;
- 5) Property, boundary (including easements) and/or topographic surveys;
- 6) Utility surveys;
- 7) Detailed Design and or Engineering Services of any onsite or offsite improvements, including but not limited to Civil, Structural, Mechanical, Electrical, Plumbing, Telecom, and Fire Protection;
- 8) Cost Estimating shall be limited to development of a Conceptual Level Estimate of Probable Construction Cost as necessary to inform the SB169 application - all other estimating related to the precinct plan is specifically excluded; and
- 9) CASp consulting.

Cost of Services

Consultant shall provide the referenced and requested services on a not to exceed basis of Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00) as further defined below:

Housing Precinct Visioning and Planning

Total not to exceed \$138,000

Study Area Assessment and Analysis	\$ 19,000	Fixed Fee
Visioning and Program Development	\$ 35,000	Fixed Fee
Planning Options and Solutions	\$ 54,000	Fixed Fee
Civil Engineering	\$ 30,000	Allowance

SB 169 Housing and Grant Application

Total not to exceed \$150,000

Program Review and Development	\$ 18,000	Fixed Fee
Concept Development and Refinement	\$ 63,000	Fixed Fee
SB 169 Grant Support	\$ 24,000	Fixed Fee
Cost Estimating	\$ 15,000	Allowance
Initial Engineering Studies	\$ 30,000	Allowance

Services shall be invoiced monthly in proportion to percentage of services completed. Services of subconsultants to HPI, on Allowance line items only, will be invoiced monthly at 1.1 times the direct cost to HPI. All other subconsultants costs shall be wrapped into the proportional billing against each non-allowance (fixed fee) line item.

Additional Services

Services in addition to those specifically outlined above, if requested and authorized by the District, will be invoiced monthly in accordance with the attached Standard Hourly Rates, with consultants to HPI invoiced at 1.1 time the direct cost to HPI

Consultant Hourly Rates (for the duration of this Project)

<u>Staff Rates:</u>	Position	Hourly Rate
	Senior Principal	\$275
	Principal	\$235
	Senior Designer	\$210
	Project Designer	\$185
	Designer	\$155
	Senior Interior Designer	\$200
	Interior Designer	\$150
	Senior Project Manager	\$210
	Project Manager	\$165
	Senior Project Architect/Technical Lead	\$210
	Project Architect	\$165
	Senior Job Captain	\$135
	Job Captain	\$135
	BIM Manager	\$200
	Senior Construction Administrator	\$200
	Construction Administrator	\$165
	Assistant Construction Administrator	\$135
	Emerging Professional	\$115
	Administrative	\$100

Overtime/Weekend Hours: Overtime/weekend rates will be invoiced at 1.5 times the hourly rates identified above.

Consultants: Services of subconsultants, if required and authorized in advance by the District, shall be billed at cost plus 10% mark-up.

Reimbursables: All reimbursables shall be wrapped into standard monthly billing. No itemization or back-up is required.

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