

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 6<sup>th</sup> day of September, 2023 by and between the **Solano Community College District**, ("District") and **BrookTrout Designs** ("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 and engineering services for the **B1400 AV Modernization Enhancement 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 September 7, 2023 and will diligently perform as required and complete performance by February 29, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<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 **Seventy-Two Thousand, One Hundred Dollars (\$72,100)**. 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. None. All Expenses incurred by Consultant were intended to be included in