

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

LOTUS DEVELOPMENT PARTNERS LLC

(STRATEGIC FINANCIAL PLAN FOR CAPITAL AND OPERATIONAL EXPANSION OF  
THE RIVERSIDE HOMELESS SERVICES CAMPUS)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE ("Authority"), a public body, corporate and politic and LOTUS DEVELOPMENT PARTNERS LLC, a limited liability company ("Consultant").

1. **Scope of Services.** Authority agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A", "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with providing Strategic Financial Plan for capital and operational expansion of the Riverside Homeless Services Campus ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2016, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) payable in accordance with the terms set forth in Exhibit "B". Said payment shall be made in accordance with Authority's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To Housing Authority

Housing Authority  
of the City of Riverside  
Attn: Shonda Herold  
3900 Main Street  
Riverside, CA 92522

To Consultant

Lotus Development Partners LLC  
Attn: Michelle Morlan  
P.O. Box 1543  
Vashon, WA 98070

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the Authority will be appointed in writing by the Authority Director to administer this Agreement on behalf of Authority and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to Authority approval.

9. **Assignment and Subcontracting.** Neither party shall transfer any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Authority's Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. Consultant acknowledges that any transfer of rights may require Executive Director and/or Authority approval. The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Authority.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the Authority or the City of Riverside. Consultant acknowledges and agrees that the Authority or the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as

an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the Authority and City, and their employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Authority may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the Authority, and with well qualified, adequately insured and experienced legal counsel acceptable to the Authority. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Authority and City, and their employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and

against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Authority may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the Authority and City, and their employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Authority, and with well qualified, adequately insured and experienced legal counsel acceptable to Authority. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the Authority and/or City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the Authority may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the Authority's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may

be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Authority by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The Authority and the City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to Authority's execution of this Agreement, Consultant shall file with Authority either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with Authority. Any certificate filed with Authority shall provide that Authority will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to Authority's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The Authority and the City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent consultant's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$500,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to Authority's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Authority and shall include the Authority and the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside and the Housing Authority of the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside and/or the Housing Authority of the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Authority and/or City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Authority and/or City and Endorsement No. CG 20010413 shall be provided to the Authority/City.

**12.4 Errors and Omissions Insurance.** Prior to Authority's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Authority from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Authority's request, Consultant shall provide Authority with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**13. Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**14. Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**15. Authority's Right to Employ Other Consultants.** Authority reserves the right to employ other Consultants in connection with the Project. If the Authority is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the Authority reserves the right to seek reimbursement from Consultant.

**16. Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**17. Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by Authority's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper,

newspaper, television or radio production, website, or other similar medium without the prior written consent of the Authority.

**18. Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of Authority. Consultant shall not release to others information furnished by Authority without prior express written approval of Authority.

**19. Copyrights.** Consultant agrees that any work prepared for Authority which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to Authority, and agrees to provide all assistance reasonably requested by Authority in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Authority's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

**20. Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Authority an affidavit disclosing any such interest.

**21. Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, Authority shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

**22. General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.



23. **Waiver.** No action or failure to act by the Authority shall constitute a waiver of any right or duty afforded Authority under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written Agreement and/or change order executed by the Consultant and Authority.

25. **Termination.** Authority, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the Authority's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, Authority shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Authority.

25.1 Other than as stated below, Authority shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 Authority may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 Authority decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the Authority and/or City, Authority reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Authority to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by Authority in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the Authority and/or the City, Authority will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon Authority and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other

county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** Authority and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" ("Scope of Services") hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:


Exhibit "A" - Scope of Services  
Exhibit "B" - Compensation  
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, Authority and Consultant have caused this Agreement to be duly executed the day and year first above written.

HOUSING AUTHORITY OF  
THE CITY OF RIVERSIDE,  
a public body, corporate and politic

LOTUS DEVELOPMENT PARTNERS,  
LLC, a Washington limited liability  
company

By: \_\_\_\_\_  
Executive Director

By:   
Michelle Morlan  
Principal

Attest: \_\_\_\_\_  
Housing Authority Secretary

By: MICHELLE D. MORLAN

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

Approved as to Form:

By:   
Deputy City Attorney

CA: 16-0510

### **Exhibit A – Scope of Services**

<b>Lotus Task Category</b>	<b>RFP Deliverable</b>	<b>Lotus Deliverables</b>	<b>Timeframe</b>
<b>1. Operating Services Plan Review</b>	Ongoing Operating Costs Projections	Confirmed Operational Plan for Expanded Services	4-6 weeks; dependent on in-person availability of provider partners
<b>2. Supportive Housing Component Review</b>	Ongoing Operating Costs Projections (if applicable)	Recommendations re: capacity to incorporate PSH & Feasibility, provider, scale, preliminary concept program & impacts to design & operating plan	6-8 weeks; dependent on potential of an identified partner/provider & availability of Client Team & providers
<b>3. Design Confirmation</b>		Review updates to (1) and (2) and identify design component changes/updates, specifications for performance for Hygiene & Medical (at minimum). PSH incorporation would be a separate scope with additional coordination impacts	TBD dependent on outcome of (1) & (2) – min. 6 weeks with no PSH; 12-16 weeks if PSH is included
<b>4. Cost/Budget Forecasting</b>	Operating & Development Budget Pro Forma incorporating all approved design concepts confirmed in (3)		4 weeks from approval in (3)
<b>5. Financing Strategy</b>	Capital Funding Plan Presentation & adjustments as required	Ongoing Capital and Operating Funding Source Strategy Presentation & adjustments	2-3 weeks from confirmation of (4)
<b>6. Predevelopment Plan</b>		Detailed task matrix of Predevelopment activities necessary to 1) make Capital Financing Applications and 2) obtain full Capital Financing Commitments	Delivered with (5)
<b>7. Capital Finance Plan Implementation</b>	Obtain Funding Commitments		TBD – Dependent on financing sources identified

**Exhibit B: Compensation:**

The Lotus Team proposes an overall fee of \$150,000 to deliver the scope of services detailed above, with the specific assumptions, exclusions and clarifications noted above. Payment of Fee is tied to the specific deliverables outlined in the project schedule above and related to the seven steps we have outlined in the Approach section. As Team Lead, Lotus Development Partners LLC will be responsible for overall coordination of the work of its sub-consultants, who will carry out portions of the work as indicated in the table below. We anticipate the need for a high level of coordination with the Client Team as well as on-site providers in the early phases of this process to ensure that appropriate input is given in the process of confirming and refining the service plan and investigating the PSH component. We would also anticipate design coordination with the on-site providers and Client Team as well as the design consultant as part of the Design Confirmation step. For this reason, additional on-site meetings are anticipated. In the event that additional work scope is requested (beyond the above-referenced tasks and assumptions) our Team would propose to charge any additional work on an hourly basis plus reimbursable expenses.

Phase	Deliverables	% of Fee Earned
Operating Services Plan Review	Ongoing Operating Costs Projections Confirmed Operational Plan for Expanded Services	10%
Supportive Housing Component Review	Recommendations re: additional PSH units - Feasibility Review with impacts to design & operating plan Ongoing Operating Costs Projections (if applicable)	10%
Design Confirmation	Identify design component changes/updates, specifications for performance for Hygiene & Medical (at minimum). <b>NOTE: Excludes design coordination of PSH Component</b>	20%
Cost/Budget Forecasting	Operating & Development Budget Pro Forma incorporating all approved design concepts confirmed in (3)	15%
Financing Strategy	Capital Funding Plan Presentation & any adjustments Ongoing Capital and Operating Funding Source Strategy Presentation & adjustments	15%
Predevelopment Plan	Detailed task matrix of Predevelopment activities necessary for funding & implementation proposal	5%
Capital Finance Plan Implementation	Obtain All Capital Funding Commitments	25%

### Exhibit C – Personnel

The following Lotus Team Members are included in the delivery of this proposed scope of services with specific scope areas as noted:

**Michelle Morlan, Principal Team Lead, primary point of contact**

Development financing strategy  
coordination/implementation; project manager; design  
development update coordination; overall  
scheduling/budgeting lead

**MJ Kiser, Program Consultant** Operating and service program review; operating  
financing strategy development; coordination of service  
provider input, programming; potential partner  
collaboration support; operations forecasting

**Roy Lundin, Construction  
Manager**

Coordination of design specification elements; manage cost estimate review / updates (incl. 3<sup>rd</sup>  
party sub consultants).

Additional sub-consultant(s) are anticipated in Step 3 to update/confirm design as well as  
Step 4 for hard cost budget forecast. Fees for these sub-consultants would be determined  
separately and would be reviewed with Client Team prior to engaging sub-consultants.