

## REPORT TO CITY COUNCIL

**DATE:** AUGUST 24, 2022

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** DENICE THOMAS, AICP, COMMUNITY DEVELOPMENT DIRECTOR  
LUKAS QUACH, BUILDING OFFICIAL

**SUBJECT:** APPROVE AWARD OF AN AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR THE DEVELOPMENT OF PRE-APPROVED BUILDING PLANS FOR ACCESSORY DWELLING UNITS (ADUs)

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In 2017, Governor Brown signed a housing package aimed at addressing California's housing shortage and high housing costs, including the Building Homes and Jobs Act (SB 2). The funds established by this bill would be allocated to local governments via planning grants intended to help jurisdictions accelerate housing production, streamline the approval of affordable housing development, and facilitate housing affordability. Accessory dwelling units (ADUs) are affordable to construct and provide flexible housing options for homeowners to share the independent living area with family members, allow seniors to age in place, or rent the units, and can be counted toward meeting the City's Regional Housing Needs Assessment ("RHNA") allocation. The City applied for and was awarded funds designated for facilitating ADU production through any required updates to the Zoning Ordinance, and the development of useful guides and possible prototypes that equip homeowners undertaking the construction of an ADU and expedite the permitting process.

On February 11, 2022, staff then solicited proposals, with the intent of gaining access and expertise from a consulting firm, from qualified architecture and design firms with experience and technical qualifications to respond to a Request for Proposal (RFP) for professional services to prepare complete building plans for Accessory Dwelling Units (ADUs). On March 11, 2022, the solicitation period closed. The City received three (3) proposals from prospective firms. Staff conducted an initial review of the proposals, then proceeded to perform a formal review in the Selection Committee (comprised of two subject matter experts from the Planning Division and one from the Building and Safety Division) to establish a ranking of the proposals. The ranking was consistent among the three evaluators with RMM Design Group (RRM) being in the top position. Due to the stark contrast among the proposals, staff started the negotiation process with RRM. In addition to fine-tuning the scope of work and the associated fees, the standard terms of the City Agreement for Design Professional Consultant Services needed to be amended to be agreeable to both the City's risk management team and RRM's legal team. Staff selected RRM Design Group.

The City will have the rights to the building plans from RRM Design Group and will make them available to the public free of charge as an incentive to promote the construction of ADU housing that is more affordable by design, due to the size of the units and preparation of pre-approved building plans. This project is funded by the Senate Bill 2 “Building Homes and Jobs Act” awarded by the California Department of Housing and Community Development to implement plans and process improvements that streamline housing approvals and accelerate affordable housing production in California.

RRM is a multidisciplinary design firm with over 45 years of experience. RRM’s architects, planners, urban designers, landscape architects, civil and structural engineers, and surveyors have worked extensively with public and private sector housing clients. RRM’s experience on both sides of the counter gives them a unique insight into potential barriers to adoption and successful execution of pre-approved ADU construction documents that yield quality implementable housing. RRM has planned and designed hundreds of affordable, ADU, multifamily, and mixed-use housing units in California. This unique combination will enable them to create a permit-ready ADU program package that fits the community and has been truth-tested by architects and end-users. RRM is currently working with multiple jurisdictions across the state to provide pre-approved ADU plans that respond to the unique requirements of their communities. Furthermore, RRM has also worked with the City of Agoura Hills on various projects over the past 20 years, such as the Agoura Village Specific Plan, Agoura Hills Open Space Plan, and Agoura Hills Design Review. RRM has an outstanding reputation supported by multiple exceptional reference checks.

The summary scope of work of the agreement is as follows:

## **KICK OFF – ESTABLISH A STRONG FOUNDATION**

### **Project Initiation**

- One (1) meeting with City staff; project initiation meeting
- One (1) meeting minute in PDF format

### **Data Gathering and Document Research**

- PDF format memo review of materials and recommendations
- PDF format memo of project program

## **PRELIMINARY ADU PLAN DEVELOPMENT**

### **Preliminary Design**

- PDF format submittal
- One (1) meeting with the City staff, to review preliminary floor plans (currently expected to be conducted remotely on the platform of City’s choice)
- One (1) meeting with the City staff, a preliminary plan, massing, and elevation review meeting (currently expected to be conducted remotely on platform of City’s choice)
- Preliminary site/floor plans for three (3) unit prototypes
- Preliminary sections for three (3) unit prototypes – as needed
- Preliminary style options for front elevation of three (3) options per plan for a total of nine (9) front elevations

## **Schematic Design**

- PDF format 60% plan set
- Floor plans for three (3) ADU prototypes with design options
- Sections for three (3) ADU prototypes
- Elevations for three (3) ADU prototypes – four (4) sides each unit
- Three (3) style options of the front elevation of each of the three (3) ADU base unit prototypes
- Color and material boards – one (1) for each elevation style as printed images
- Nine (9) color rendered perspectives for publication

## **ADU CONSTRUCTION DOCUMENTS**

### **Document Preparation and Plan Review**

- PDF format
- Jurisdictional specific cover sheet
- Generic site plan with fillable information – no grading, stormwater or utilities information five (5) feet beyond unit
- Floor plan
- Foundation plans (both slab on grade and raised foundation options based upon CBC soil minimums of 1500 PSF)
- Floor Framing plans
- Roof plan
- Roof Framing Plan
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one (1) front, two (2) sides and rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, for a total of three (3) per plan, with associated details
- Renderings of exterior: one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only
- T24 Energy calculations (compliant for all building orientations)
- No Fire sprinklers plans to be provided other than designating the requirement for fire sprinklers as applicable
- High fire zone detail sheet and fire department compliance information
- CalGreen (Title 24 / Part 11) requirements sheet
- One (1) plan review cycle is anticipated

### **Final delivery documents**

- 24 x 36 PDF file
- 1 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication

## **MANAGE THE PROJECT**

### **Project Management/Coordination**

- PDFs, project administration, and coordination as needed
- Conference calls and emails as needed
- Print sets for plan check submittal and resubmittal

The agreement will extend through June 2023, and funds to cover this agreement have already been included in the approved General Fund budget for Fiscal Year 2021-22, and Fiscal Year 2022-23.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

### **RECOMMENDATION**

Staff respectfully recommends the City Council approve the award of an Agreement for Design Professional Consultant Services for the development of pre-approved building plans for Accessory Dwelling Units (ADU) to RRM Design Group.

Attachment: Agreement

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: RRM Design Group  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Randy Russom  
CONSULTANT'S ADDRESS: 3765 South Higuera St., Ste. 102  
San Luis Obispo, CA 93401  
  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
  
PREPARED BY: Lukas Quach  
COMMENCEMENT DATE: August 11, 2022  
TERMINATION DATE: June 30, 2023  
CONSIDERATION: Contract Price  
Not to Exceed: \$ 49,944/yr

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  _____  _____  _____  _____
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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES BETWEEN THE CITY OF  
AGOURA HILLS AND RRM DESIGN GROUP**

**THIS AGREEMENT** is made and effective as of August 11, 2022, between the City of Agoura Hills, a municipal corporation ("City") and RRM Design Group, A California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on August 11, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to the CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. PAYMENT**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty Nine Thousand Nine Hundred Forty Four Dollars and Zero Cents (\$49,944.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

C. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

D. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant for the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein. Consultant shall have the right to terminate this Agreement upon giving City thirty (30) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes.

## **6. DEFAULT OF CONSULTANT**

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

## **7. OWNERSHIP OF DOCUMENTS**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **8. INDEMNIFICATION**

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, “Indemnitees”), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, to the extent which are found to arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.



B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

## 9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual

liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its

officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein

F. 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 City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## **10. INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's

personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment

by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **11. PERS COMPLIANCE AND INDEMNIFICATION**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **12. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The

City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

### **13. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include all final documents, including but not limited to, drawings, specifications, reports, field data, notes, computer files or any data or programs stored electronically ("final documents") prepared by the Consultant as instruments of service. Further, Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose: (1) to Consultant's employees, sub-consultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

### **14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant: RRM Design Group  
3765 South Higuera St., Ste. 102  
San Luis Obispo, CA 93401  
Attention: Randy Russom

#### **15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

#### **16. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

#### **17. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

#### **18. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the

City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. EXHIBITS**

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**22. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Deborah Klein Lopez,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

*Date Approved by City Council* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

RRM Design Group  
3765 South Higuera St., Ste. 102  
San Luis Obispo, CA 93401  
Attention: Randy Russom  
(805) 543-1794

By: \_\_\_\_\_  
Name: SCOTT MARTIN  
Title: PRINCIPAL

By: \_\_\_\_\_  
Name: EDUARDO GRANT  
Title: PRINCIPAL ARCH

**[Signatures of Two Corporate Officers Required]**

## EXHIBIT A

### TASKS TO BE PERFORMED

*The specific elements (summary scope of work) of this service include:*

#### **KICK OFF – ESTABLISH A STRONG FOUNDATION**

##### **Project Initiation**

- One (1) meeting with City staff; project initiation meeting
- One (1) meeting minute in PDF format

##### **Data Gathering and Document Research**

- PDF format memo review of materials and recommendations
- PDF format memo of project program

#### **PRELIMINARY ADU PLAN DEVELOPMENT**

##### **Preliminary Design**

- PDF format submittal
- One (1) meeting with the City staff, to review preliminary floor plans (currently expected to be conducted remotely on the platform of City's choice)
- One (1) meeting with the City staff, a preliminary plan, massing, and elevation review meeting (currently expected to be conducted remotely on platform of City's choice)
- Preliminary site/floor plans for three (3) unit prototypes
- Preliminary sections for three (3) unit prototypes – as needed
- Preliminary style options for front elevation of three (3) options per plan for a total of nine (9) front elevations

##### **Schematic Design**

- PDF format 60% plan set
- Floor plans for three (3) ADU prototypes with design options
- Sections for three (3) ADU prototypes
- Elevations for three (3) ADU prototypes – four (4) sides each unit
- Three (3) style options of the front elevation of each of the three (3) ADU base unit prototypes
- Color and material boards – one (1) for each elevation style as printed images
- Nine (9) color rendered perspectives for publication

#### **ADU CONSTRUCTION DOCUMENTS**

##### **Document Preparation and Plan Review**

- PDF format
- Jurisdictional specific cover sheet
- Generic site plan with fillable information – no grading, stormwater or utilities information five (5) feet beyond unit
- Floor plan

- Foundation plans (both slab on grade and raised foundation options based upon CBC soil minimums of 1500 PSF)
- Floor Framing plans
- Roof plan
- Roof Framing Plan
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one (1) front, two (2) sides and rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, for a total of three (3) per plan, with associated details
- Renderings of exterior: one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only
- T24 Energy calculations (compliant for all building orientations)
- No Fire sprinklers plans to be provided other than designating the requirement for fire sprinklers as applicable
- High fire zone detail sheet and fire department compliance information
- CalGreen (Title 24 / Part 11) requirements sheet
- One (1) plan review cycle is anticipated

#### **Final delivery documents**

- 24 x 36 PDF file
- 1 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication

#### **MANAGE THE PROJECT**

##### **Project Management/Coordination**

- PDFs, project administration, and coordination as needed
- Conference calls and emails as needed
- Print sets for plan check submittal and resubmittal

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**

See attached RRM proposal dated June 30 ,2022



**FEE SCHEDULE - TWO (2) PLANS**  
**Agoura Hills ADU Pre-Approved Plans**  
 Revised June 30, 2022

TASK 1: ESTABLISH A STRONG FOUNDATION		FEE TYPE	ESTIMATED FEE
1.A	Project Initiation	T&M	\$ 1,436
1.B	Data Gathering and Document Reasearch	T&M	\$ 2,788
Task 1 Value:			\$ 4,224
TASK 2: PRELIMINARY ADU PLAN DEVELOPMENT		FEE TYPE	ESTIMATED FEE
2.A	Preliminary Design	T&M	\$ 8,160
2.B	Schematic Design	T&M	\$ 8,860
Task 2 Value:			\$ 17,020
TASK 3: ADU CONSTRUCTION DOCUMENTS		FEE TYPE	ESTIMATED FEE
3.A	Document Preparation and Plan Review (Two [2] plans)	T&M	\$ 24,160
Task 3 Value:			\$ 24,160
TASK 4: MANAGE THE PROJECT		FEE TYPE	ESTIMATED FEE
4.A	Project Management/Coordination	T&M	\$ 4,040
Task 4 Value:			\$ 4,040
<b>Subtotal</b>			<b>\$ 49,444</b>
<b>Reimbursable Expenses</b>			<b>\$ 500</b>
<b>Estimated Project Total</b>			<b>\$ 49,944</b>

RRM	SCOTT MARTIN	RRM	RANDY RUSSOM	RRM	KRISTINE FERREIRA	RRM	STAFF	RRM	RACHEL RAYNOR	RRM	JESSICA MEADOWS	RRM	STAFF
	Principal/Design Director		Senior Project Manager		Project Manager		Architecture Production Staff		Associate Planner		Structural Engineer		Engineering Production Staff
	220 \$ per hour		220 \$ per hour		140 \$ per hour		120 \$ per hour		138 \$ per hour		175 \$ per hour		130 \$ per hour
2	\$440	2	\$440	2	\$280	0	\$0	2	\$276	0	\$0	0	\$0
2	\$440	2	\$440	6	\$840	2	\$240	6	\$828	0	\$0	0	\$0
4	\$880	8	\$1,760	12	\$1,680	32	\$3,840	0	\$0	0	\$0	0	\$0
4	\$880	8	\$1,760	12	\$1,680	32	\$3,840	0	\$0	4	\$700	0	\$0
2	\$440	8	\$1,760	24	\$3,360	55	\$6,600	0	\$0	24	\$4,200	60	\$7,800
2	\$440	10	\$2,200	10	\$1,400	0	\$0	0	\$0	0	\$0	0	\$0

**Fee Footnote**

Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

**Reimbursable Expenses**

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

**Adjustment to Hourly Billing Rates**

RRM reserves the right to adjust hourly rates on an annual basis.

Proposal for Pre-Approved Building Plans for ADUs

**FEE PROPOSAL**

**5**  
Section