

**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
CONSULTING SERVICES
A&E CONTRACT NUMBER 8728**

This contract entered into this 21st day of June 2022, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and **RRM DESIGN GROUP, INC., A CALIFORNIA CORPORATION** hereinafter called "Consultant."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent consultants to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Consultant be engaged by County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONSULTANT

In consideration of the payments hereinafter set forth, Consultant will perform Architectural and Engineering services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit B, County will make payment to Consultant in the manner specified in Exhibit B.

3. PURCHASE ORDERS

No work shall be performed under this contract except on receipt of a purchase order signed by the Purchasing Agent or his/her authorized appointee. Any changes in the purchase order shall be signed in the same manner. Payment shall be made, for complete and accepted work, in accordance with the purchase order and the terms and conditions set forth in Exhibit B.

4. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Consultant is an independent contractor, and neither Consultant nor any of the persons performing services for Consultant pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Consultant in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Consultant, such persons will be entirely and exclusively under direction, supervision and control of

Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Consultant, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Consultant will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

5. NON-ASSIGNABILITY

Consultant will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

6. TERM

This Contract will be in effect from June 21, 2022 through May 31, 2024 subject to all the terms and conditions set forth herein. Then unless terminated in writing by either party at least thirty (30) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may then be extended for three periods of one year each.

Time is of the essence in the performance of this contract.

7. TERMINATION

Either party may terminate this contract at any time for any reason by providing 10 days written notice to the other party. In the event of termination under this paragraph, Consultant will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Consultant will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Consultant for this particular Contract prior to any termination. Consultant may retain copies of said original documents for Consultant's files. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy, which it may be entitled at law or under this contract.

8. DEFAULT

If Consultant defaults in the performance of any term or condition of this contract, Consultant must cure that default by a satisfactory performance within 10 days after service upon receipt of written notice of the default. If Consultant fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 5 above. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION.**

Consultant shall defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant or its officers, employees, agents or subcontractors in the performance of this contract. This indemnity provision does not apply to liability, damages or other loss arising from the sole negligence or willful misconduct of Indemnatee, or to the extent caused by the active negligence of Indemnatee.

9. INSURANCE PROVISIONS

- A) Without limiting CONSULTANT's duty to defend and indemnify COUNTY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
1. Commercial General Liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 2. Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does no traveling in performing the Work.
 3. Workers' Compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This Workers' Compensation insurance requirement may only be waived by COUNTY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides COUNTY with evidence of such before commencing any work under the contract.
 4. Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). County may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to County.
- B) If CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
- C) CONSULTANT shall notify COUNTY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California.
- D) The Commercial General Liability policy shall name the County of Ventura and its officials, employees, and agents as additional insureds ("Additional Insureds") as respects Work done by or on behalf of CONSULTANT. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used.

- E) CONSULTANT hereby waives all rights of subrogation against the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The Commercial General Liability, Automobile Liability and Workers' Compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- F) Prior to commencement of the Work, CONSULTANT shall furnish COUNTY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to COUNTY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit COUNTY at all reasonable times to inspect any policies of insurance required hereunder.
- G) Each insurance policy required above shall state that coverage shall not be canceled except with notice to COUNTY.

11. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Consultant will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Consultant's personnel policies will be made available to County upon request.

12. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Consultant under this Contract at any time during Consultant's usual working hours. Review, checking, approval or other action by the County will not relieve Consultant of Consultant's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Bruce Ward or her authorized representative.

13. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation which are mutually agreed upon by and between County and Consultant will be effective when incorporated in written amendments to this Contract.

14. **CONFLICT OF INTEREST**

Consultant covenants that Consultant presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Consultant further covenants that in the performance of this Contract no person having such interest will be employed or retained by Consultant under this contract.

15. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Consultant under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Consultant without the prior written approval of the County except as authorized by law.

16. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PURCHASING SERVICES
800 SOUTH VICTORIA AVENUE, L#1080
VENTURA, CALIFORNIA 93009

TO CONSULTANT: RRM DESIGN GROUP, INC., A CALIFORNIA
CORPORATION
422 EAST MAIN STREET
VENTURA, CA 93001

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

17. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Consultant and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Consultant acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

18. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

19. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

20. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

21. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

22. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

RRM DESIGN GROUP, INC.

by: Maria Moreno
Authorized Signature

Deborah Guthrie
Authorized Signature

Maria Moreno
Printed name

Deborah Guthrie
Printed name

Senior Buyer
Title

Principal
Title

May 11, 2022
Date

August 25, 2022
Date

95-2923783
Tax Identification #

EXHIBIT A SCOPE OF WORK AND SERVICES

PROJECT DESCRIPTION: Ventura County Moorpark Sheriff Station

Location: 610 Spring Road
Moorpark, CA

SCOPE:

Provide Professional Architectural / Engineering Services for the above-referenced project. The project involves tenant improvements for the City of Moorpark – Police Services Center – Highway Patrol Office Expansion to be located at 610 Spring Road, Moorpark, CA.

The existing two-story building is approximately 5,000 sf. An area of approximately 5,000 sf will be allocated for City of Moorpark – Police Services Center – Highway Patrol Office Expansion tenant improvement.

The project will be completed in four phases.

Scope of Required Project Professional Services

Task 1: Conceptual and Schematic Design:

Deliverables:

1. Preparation of digital as-built floor plan and site plan based on drawings provided by client
2. Site visit to verify critical dimension in areas of tenant improvement
3. One (1) draft conceptual floor plan
4. One (1) final conceptual floor plan
5. One (1) final site plan
6. One (1) interior finishes ample board (based on client provided finish standards)
7. Coordination with Tri-County Office furniture for layout of modular system furniture (MSF)
8. Opinion of Cost

Meetings:

1. One (1) working project meeting to review draft floor plan
2. One (1) Working project meeting to review the final floor and site plan

Fixed Fee = \$12,370.00 (see footnote)

Task 2: Construction Documents and Permitting:

Construction Documents

Deliverables:

1. Construction documents package for building permit submittal to include:
 - a. Architectural drawings
 - b. Structural engineering – (Limited to Conf. Rm, ceiling, and ceiling/hdr framing at Evidence Rm.

Meetings:

1. One (1) meeting to review County team comments to the construction documents

Permitting

Deliverables:

1. Construction documents with Building Department comments included

Meeting:

1. One (1) review plan check comments with the Building Department

Fixed Fee = **\$18,870.00** (see footnote)

Subtask 2a: Electrical and/or Mechanical Engineering – If Needed:

Deliverables or Tasks:

1. Prepare Electrical and/or Mechanical drawings and calculations
2. Review submittals
3. Respond to requests for Information

Meetings:

1. Two (2) Site Visits

Fixed Fee = **\$2,045.00** (see footnote)

Task 3: Bidding:

Deliverables

1. Respond to bidder questions
2. Prepare an addendum – if needed

Meetings

1. One (1) pre-bid conference with prospective bidders

Fixed Fee = **\$2,045.00** (see footnote)

Task 4: Construction Administration

Deliverables or Tasks:

1. Review submittals
2. Respond to request for Information
3. Issue supplemental information/instruction
4. Prepare punch list

Meetings:

5. One (1) pre-construction meeting – if needed
6. Three (3) preliminary punch list walk-through
7. One (1) final construction completion meeting – if needed

Fixed Fee = **\$9,645.00** (see footnote)

Total Proposed Architectural / Engineering Fee not to exceed = \$44,975.00

Items Not Included Under Above Scope of Services:

The following work or services shall be invoiced as Reimbursable Expenses. Substantive changes requested or changes that are inconsistent with prior approvals are subject to additional services performed over and beyond those described above will be billed on a negotiated and County approved, fixed fees, or hourly basis.

1. Civil Engineering, plans, analysis, and reports
2. Mechanical and plumbing design, analysis and reports
3. Soils, Geological/Hydrology analysis, and reports
4. MS4 Compliance Design, analysis, and reports
5. Landscape Architecture
6. Interior Design related to furniture, fixtures, and equipment (FF&E)

7. Environmental Assessment and tree reports
8. Hazardous materials analysis and reports, or any work related to handling, storage, or removal of hazardous materials
9. Title 24 Analysis and reports
10. Sound/Acoustical Analysis and reports
11. Preparation and/or inclusion of book specifications
12. Construction cost estimating excepting "Opinion of Cost" shown in Task 1
13. Fire Sprinkler Design
14. Reimbursable expenses, such as document printing and reproductions
15. Fees related to Jurisdictional Processing
16. Green Building code requirements
17. Value Engineering
18. Services requested but not described to be part of this proposal shall be considered extra work, and shall be invoiced according to enclosed or attached fee schedule (Exhibit C)
19. New HVAC systems. It is assumed the project requirements only modifications to air distributing/ducting
20. Finishes, selections or documentation beyond the scope area
21. ADA compliance items beyond the scope area. It is assumed existing parking areas and paths of travel are in compliance

**EXHIBIT B
FEES AND PAYMENTS**

Consultant shall complete each task set forth below for the total cost(s) indicated for that task. Upon completion of the task, Consultant shall promptly deliver the deliverable(s) associated with that task to County, along with an invoice setting forth the amount due for that task, based on the total cost(s) set forth below. County shall issue payment within **30 days of County's receipt** of such invoice and acceptance of the deliverable(s).

ARCHITECTURAL SERVICE COST ESTIMATE:

1. Basis of Compensation: Total compensation shall be a fixed fee of forty four thousand, nine hundred, seven five hundred dollars (\$44,975.00) and shall be broken down as follows:

1. Conceptual / Schematic Design	\$12,370.00
2. Construction Documents and Permitting	\$18,870.00
2a. Electrical Engineering – If needed	\$ 2,045.00
3. Bidding	\$ 2,045.00
4. Construction Administration	<u>\$ 9,645.00</u>

TOTAL	\$44,975.00
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The payments under this contract shall not exceed \$44,975.00. Any payments in excess of this sum shall require an amendment to the contract signed by both parties.

Fee Footnote:

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

EXHIBIT C FEES AND PAYMENTS

Payment shall be made, for completed and accepted work, in accordance with the purchase order at the following hourly rates:

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80