



FINANCE

**CITY OF LANCASTER, CA**

**REQUEST FOR PROPOSAL NO 823-24**

**PERMIT READY ACCESSORY DWELLING UNIT PLANS**

**SUBMISSION DEADLINE**

APRIL 29, 2024

BY 4:00P.M.

(15:59:59 – ACCORDING TO THE CITY'S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

RFP 823-24 Permit Ready Accessory Dwelling Unit Plans

44933 FERN AVENUE

LANCASTER, CA 93534

For question concerning this RFP contact by email only:

Purchasing Department

[Bidinquiries@cityoflanasterca.gov](mailto:Bidinquiries@cityoflanasterca.gov)

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## **I. INTRODUCTION**

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest City in the Antelope Valley, with a population of approximately 170,000 across 94 square miles.

## **II. BACKGROUND AND PURPOSE**

AB 1332 became effective on January 1, 2024, and requires cities & counties to have a program for the pre-approval of ADU plans, by January 1, 2025. Once an ADU plan is approved, local agencies are required to either approve or deny an ADU application utilizing a preapproved ADU plan within 30 days. The bill also specifies that local agencies must maintain a website page with preapproved ADU plans and the contact information of companies offering preapproved ADU plans.

Over the course of the last few years the number of permits for the construction of ADUs has increased and ADUs have been demonstrated to provide a housing type which, based on market rate analysis, can be affordable to lower-income households. In furtherance of the Goals and Policies in the City of Lancaster 2021- 2029 Housing Element, the City continues to work towards removing governmental constraints on residential development in order to meet the housing needs of households of all income levels and ADUs are vital towards meeting those goals.

Permitting and constructing an ADU can be a costly and confusing process for homeowners. The City wishes to create an ADU catalog and informational resource for print and online distribution to help reduce the costs, review time, confusion in the process, and connect homeowners to financial programs, and products prepared by design professionals. One key facet of this effort is the inclusion of pre-approved plans which can be selected by homeowners from an online and printed version of the ADU catalog and information resource.

The objective of the RFP is to receive proposals for the development of a collection of pre-approved detached ADU building plans, which offer downloadable/editable building plans free-of-charge to the public. The City intends to purchase the “plan-check-ready” construction plans from the awarded firm. The goal of creating these pre-approved ADU plans is designed to expedite the plan check process and reduce the time and cost of building ADUs and comply with AB 1332.

### **III. FUNDING**

Funding for this project comes from the Permanent Local Housing Allocation (PLHA) program from the State of California Department of Housing & Community Development (HCD).

### **IV. SCOPE OF SERVICES**

The objective of the RFP is to receive proposals for five different detached ADU designs that are plan check ready construction plans. The ADU plans to be designed shall include a studio, a one-bedroom, a two-bedroom, and a two-story one and two-bedroom(s); each ADU model will include one bathroom.

ADU plans must comply with the minimum provisions of California State ADU laws. The proposal must include time for staff review and approval of prospective ADU designs, design alternatives, building plan preparation (2022 California Building Standards Code), prototype plan color renderings and/or example photos, and City plan check review. The selected firm will be responsible for responding to building plan-check including other agency correction comments.

The ADU plans will be plan checked (pre-approved) by the City to evaluate its ability to be constructed without further plan-checking.

To be considered for selection, the proposal shall include the following:

- Floor Plans
- Foundation plans
- Sections (if necessary)
- Exterior elevations
- Renderings of exterior and interior features, including finishes as appropriate
- All utilities, including but not limited to sewer, water, gas, and electricity

### **V. SUBMITTAL REQUIREMENTS**

The Proposer shall submit one (1) original, four (4) printed copies, and one electronic version that includes Excel files as necessary (flash drive) of their Proposal Package. All proposals should be in 8.5" x 11" format. Proposals shall be continuously page numbered with a table of contents.

Proposals submitted in response to this RFP must be complete and contain all of the submittal requirements described below. Failure to provide the required information may result in the submittal to this RFP being deemed unresponsive.

In order to qualify as an Applicant under this RFP, your organization, team or joint venture must address each item below and meet all qualifications listed below:

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1. Provide a transmittal letter that includes a cover letter describing the organization's interest and commitment to the program. The person authorized by the organization to enter into contracts/agreements shall sign the cover letter and the letter shall identify to whom correspondence and other contacts should be directed during the selection process.
2. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.
3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP. Consultant(s) will demonstrate relevant work experience by providing plans and/or images of accessory dwelling unit designs that are similar to the unit type(s) being proposed by the consultant and highlight the participation in such work by the key personnel proposed for assignment to the City.
4. Describe specialized training, experience, and professional competence in the area directly related to this RFP.
5. Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address, and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.
6. Cost Proposal Form: Vendor must include any and all fees for equipment and services that will be required in connection with the scope of work to be provided. City's form MUST be completed in full. Bidder may include additional documentation in support of the City's Cost Proposal Form; if discrepancies are found between the Cost Proposal Form and the Bidder's supporting documentation, the Cost Proposal Form will provide the basis for resolving such discrepancies.
7. Hourly billing rates for key personnel and subcontractors.
8. Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
9. Provide an estimated project schedule and completion date. The City seeks to implement the resulting contract upon selection of consultant(s) in a timely fashion with an estimated start date of June 2024, or as soon as possible thereafter. Proposers should include how the consultant proposes to fulfill this requirement.

10. Litigation and Past Contract Disqualifications – describe any civil or criminal litigation or past contract disqualifications:

- In the State of California, has your firm been the plaintiff or defendant in any civil or criminal litigation during the past five (5) years? If so, briefly explain the nature of the case(s), time frame and outcome.
- Is your company currently involved as a plaintiff or defendant in any civil or criminal litigation? If so, briefly explain the nature of the case(s) and when the case(s) was/were filed.
- The bidder is required under Section 14310.5 of the Government Code to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project due to a violation of a law or safety regulation.

11. Certification of Non-Debarment

The City of Lancaster may receive Federal or State Grant funds for this project. The potential bidder must go to the following website:

<https://www.sam.gov/portal/public/SAM> and submit a printout with their proposal that verifies that the contractor, and all subcontractors, are not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

- I. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
- II. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

12. Signature Sheet

Complete the included signature sheet and include it with the proposal submission.

**VI. CLARIFICATION OF PROPOSALS**

The City reserves the right to clarify individual proposals during the evaluation process. Proposers shall respond to requests for clarification in writing, and responses will be included as part of the proposal.

**VII. EVALUATION & SCORING OF PROPOSALS**

Proposals will be evaluated by the Selection Panel based on the following weighted criteria and pass/fail categories:

Evaluation Criteria	Weight
Price to Value	30%
Relevant Experience. Experience with public agencies. Emphasis shall be on work experience with ADU design and structural plans.	30%
Experience of proposed staff. Experience of project staff with similar scope of services. Level of education, training, licensing, and certification of staff.	30%
Project Approach. Demonstrated understanding of the City's needs and solicitation requirements. Approach is well organized and presented in a clear, concise, and logical manner. Availability and proposed use of technology and methodologies.	10%
<b>Total Possible Score</b>	<b>100%</b>

**VII. SELECTION PROCESS**

Proposal submissions will be reviewed by a City of Lancaster team. The Selection Panel may wish to interview Proposers with scores above a natural break during the selection process. Should an interview process take place, the interview results will carry greater weight in the selection process. However, the City reserves the right to select solely based on the proposals without further contact.

**IX. PROPOSED TIMELINE**

The City reserves the right to change this schedule and/or discontinue the RFP process at any time.

RFP Issued	March 26, 2024
Written Questions from Prospective Applicants Due	April 4, 2024, at 4:00 pm
Answers to Written Questions Issued	April 9, 2024
<b>Proposals Due</b>	April 29, 2024, at 4:00 pm
Internal Review by Selection Panel	May 13-16, 2024
Selection	May 17, 2024
Expected Contract Awarded by City Council (If Needed)	June 25, 2024

This solicitation will remain open through 4:00 pm on April 29, 2024.

## **X. OTHER PROCESS ELEMENTS**

### **A. Rejection and Waivers of Proposals**

This Request for Proposals does not commit the City of Lancaster to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City of Lancaster reserves the right to accept or reject any or all proposals received; to negotiate with qualified Proposers or cancel the Request; and, to waive any minor irregularities and informalities in the proposal or proposal process.

All Proposals submitted and any other correspondence in connection therewith will become the exclusive property of the City of Lancaster and will become public records under the California Public Records Act (Government Code Section 6250 et seq.). The City of Lancaster will have no liability to any Proposer or other party as a result of any public disclosure of any Proposal.

### **B. Compliance with Laws and Regulations**

The Proposer shall comply with federal, state and local laws, regulations, and Industry standards.

### **C. Questions/Contact Person**

The City of Lancaster will accept questions until **4:00 pm on April 4, 2024**. Questions regarding the RFP must be submitted, in writing, via email to:

**Purchasing Department**  
E-mail: [bidinquiries@cityoflanasterca.gov](mailto:bidinquiries@cityoflanasterca.gov)  
**Subject Line – RFP 823-24 Questions**

The City of Lancaster will respond to each question, and an addendum will be issued on the City of Lancaster website.

**Proposers shall not contact any City of Lancaster employee or official regarding this proposal. Contact with the City shall be made by e-mail only to the email listed above. Contacting City of Lancaster staff or officials regarding this RFP may result in**



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**disqualification. No verbal comments made by City of Lancaster staff or officials are binding regarding this RFP except for that which is made in writing by the above-mentioned contact person. This will ensure that all Proposers receive the same information in a timely manner.**

**D. Deadline for Submission of Proposals**

To be considered, Proposals must be received at the address below **no later than Monday, April 29, 2024**. Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each Applicant assumes responsibility for timely submission of its proposal.

**Proposer shall submit one electronic version of the proposal on a flash drive; one (1) printed original and four (4) printed copies of the entire proposal including any supporting documentation in a sealed box or package addressed as follows:**

**Office of the City Clerk  
Lancaster City Hall  
44933 N. Fern Avenue  
Lancaster, CA 93534  
RFP 794-23**

The box or envelope must also be clearly marked on the outside with the words: **Proposals Enclosed: RFP #823-004, Permit-Ready Accessory Dwelling Unit Plans; Deadline: 4 p.m., April 29, 2024.**

**COST PROPOSAL FORM**

Contractor must complete the compensation schedule in its entirety to be considered responsive to the RFP.

<b>Company:</b>	<b>Name and Title:</b>

**A. Consultant’s Firm Fixed Price must include all associated costs for work as defined in Section 4. Scope of Services**

Item No.	Description	Cost
1	Studio ADU Design	\$
2	1-Bedroom ADU Design	\$
3	2-Bedroom ADU Design	\$
4	2-Story 1-Bedroom ADU Design	\$
5	2-Story 2-Bedroom ADU Design	\$

**B. Consultant to provide a separate sheet with the HOURLY billing rates for all proposed staff and subcontractors.**

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**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 823-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The CONSULTANT hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum #\_\_\_\_\_
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the CONSULTANT agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (sign): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

**\*To receive consideration for award, this signature sheet must be returned with the Proposal.**

**EXHIBIT A**  
**SAMPLE AGREEMENT**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and \_\_\_\_\_ (the "CONSULTANT").

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain services, as provided herein, identified as:

**RFP 823-24 PERMIT READY ACCESSORY DWELING UNIT PLANS**

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER            City of Lancaster  
                      Attn: Chris Aune  
                      44933 North Fern Avenue  
                      Lancaster, California 93534

CONSULTANT (Name, Title)  
                      (Company name)  
                      (address)  
                      (city, state zip)

**3. Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

**4. Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all the requirements set forth therein.

**5. Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First:	This AGREEMENT
Second:	The RFP
Third:	The CONSULTANT'S Proposal

**6. Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

**7. Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Scope of Services is not to exceed \$ \_\_\_\_\_ . CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

**8. Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and Subcontractor's wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

10. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its elected officials, officers, and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents.

CONSULTANT agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors, or omissions on the part of CONSULTANT or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation of the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and CONSULTANT.

**12. Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

**13. Term; Effective Date.** This AGREEMENT shall become effective and shall be in full force and effect upon the execution of the AGREEMENT by the CITY and the BROKER/FIRM. This AGREEMENT shall continue in full force and effect from \_\_\_\_\_ to \_\_\_\_\_ (a period of \_\_\_\_\_ months) unless the AGREEMENT is sooner terminated in accordance with the Termination clause in this AGREEMENT; and may be extended if the CITY and the BROKER/FIRM mutually agree in writing to extend the Term of this AGREEMENT.

**14. Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

**15. Independent Consultant.** CONSULTANT is an independent Consultant and shall have no power or authority to incur any debt, obligation, or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent Consultant.

**16. Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractor's; Property Damage

*(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)*

**Commercial Automobile Liability**

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

*(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

As Required by the State of California  
Statutory Limits

**Employers' Liability**

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)*

**Professional Liability**

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

B. 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 insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that



was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and noncontributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements affecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:  
**"RFP 823-24 Permit Ready Accessory Dwelling Unit Plans)"**

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:  
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

**17. Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order. CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

**18. Extension of Time for Completion of Work**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed.

19. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps, and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

20. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any

manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

**21. Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties, be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost, and necessary disbursements, in addition to such other relief as may be sought and awarded.

**22. Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"                      Scope of Services

Exhibit "B"                      Payment Clause

**23. Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

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**24. Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By: \_\_\_\_\_  
Jason Caudle, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
(Name, Title)

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney