



Colusa Pre-Reviewed ADU

Proposed Scope of Services

March 19, 2025

Transmitted via email: planning@cityofcolusa.gov
Jake Morley, Planning Consultant for City of Colusa
City of Colusa
425 Webster Street
Colusa, CA 95932

Dear Jake,
RRM Design Group (RRM) appreciates this opportunity to provide the following scope of services to develop pre-approved accessory dwelling units (ADU) for the City of Colusa (City).

Project Understanding

RRM understands that the City is looking to develop a series of pre-approved housing plans and provide homeowners with a streamline process to utilize those plans for their unique and individual needs. The City intends to use the previously developed plans as the basis for the pre-approved ADU program.

Four plan sets will be updated for use in the City:

- One (1) approximately 450 sf studio or one bedroom
- One (1) approximately 550 sf one bedroom
- One (1) approximately 749 sf one or two bedrooms
- One (1) approximately 1000 sf two or three bedrooms

Each of the four plans will have three alternate front elevation styles responding to the City vernacular. The plan sets will be based upon previously developed plans from other jurisdictions, with modifications to address the specifics of the City, such as local ordinances, climate zones, earthquake loads, soil types, and building official preferences and approaches.

RRM anticipates a single initiation meeting to discuss the City specific modifications and building review concerns. This will be followed directly by submittal plan development. One pre-submission meeting may occur prior to the initial submittal.



Scope Of Services

Task 1: Project Initiation

RRM will conduct a review meeting to discuss the scope of the work and the City specific modifications that need to be considered or may be required. The planning lead and the building official will need to attend this meeting to review the project approach.

Deliverables:

- One (1) Minutes Meetings in PDF format

City Staff Requirements:

- Attend kickoff meeting and support RRM background data gathering

Task 2: ADU Construction Documents

RRM will update and modify the previously developed plan sets for the building permit pre-approval within the City.

Plans to be produced according to the following criteria:

1. All designs shall fully comply with the 2022 California Residential Code (CRC), California Code of Regulations, Title 24, and Part 2.5
2. All designs shall comply with the 2022 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or elements(s) exceeding the design limitations in the CRC or specifically directed by the California Residential Code (CRC) to use the CBC
3. Minimal structural design criteria:
 - a. Conventional framing per 2022 CRC with wood-braced panel lateral resistance per CRC conventional construction
 - b. Risk category: II
 - c. Seismic design category (SDC): D
 - d. Soil site class: D
 - e. Design spectral response acceleration: $SDS = 2.0 \text{ Max}$
 - f. Ultimate design wind speed: 95 mph per CBC Fig 1609.3 (1)
 - g. Wind exposure category: C
 - h. Square feet (reducible based on tributary area)
 - i. 40 per square foot (PSF)
 - j. Roof dead load: 16 PSF (includes PV system of 1 PSF and tile roof material)
 - k. Exterior dead load: 19 PSF (assume 3-coat stucco)
 - l. Exterior wall deflection limitation: $H/360$
4. Minimum energy compliance design criteria:

State Title 24 Energy compliance documentation in all four primary orientations (north, south, east, and west-facing)

 - a. Climate zones: 11
 - b. Exterior wall insulation: R-15



- c. Attic insulation: R-38
 - d. Designed for both heating and cooling: 92 AFUE (heating); 15 SEER (cooling)
5. Foundation design criteria:

The foundation design for building sites that do not exceed a slope of one vertical to three horizontal units and a deep foundation design. The design does not assume unstable soil Alternate designs for expansive soils can be provided by the City standards

 - a. Lateral bearing pressure: 100 PCF (shallow foundation), 200 PCF (deep foundation)
 - b. Grading and drainage plan under separate permits
6. Very high fire hazard severity zone :

Some buildings in the City are to comply with the construction standards for structures located in Very High Fire Hazard Severity Zone (VHFHSZ) in accordance with CBC Chapter 7A/CRC R337
7. Fire resistive construction details:

The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation. Therefore, for each proposed plan elevation, the rear and side elevation will be designed to comply with CRC Table R332.1 Fire Resistance Protection/Rating of Exterior Wall elements

The following minimum fire protection details shall be included within the plans:

- a. One-hour fire-rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing
 - b. One-hour fire-rated projection details on the underside of the projection for each architectural plan style. Assume a two-foot minimum fire separation distance
 - c. Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
 - d. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance
8. Fire sprinkler design criteria: plans will be designed as un-sprinklered buildings and address state required four-foot setback and associated reduced allowable unprotected openings

Deliverables:

- 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 assumed as slab on grade (a raised foundation option can be provided)
- 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; one (1) per plan designed to worst-case scenario
- No fire sprinklers plan 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; consistent with initial submittal, plan check, plan check responses, and final review

Final Delivery Documents:

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

Schedule:

- Four (4) weeks of production time

Task 3: Project Management

The foundation of RRM's practice relies on expert and proactive project management. Accomplishing each unique assignment within the timeframe needed and allocated budget is essential. RRM focuses on capturing a clear direction on final deliverables and end products at the beginning of a project, establishing a shared understanding of the project with the City staff and all team members. This provides an essential project "road map", developing a critical path schedule, monitoring and updating it regularly throughout the process. RRM will make it a practice to provide regular status reports on project progress and closely coordinate with the City project manager and key consultant team members. RRM views close project team collaboration as a key mechanism to ensure issues are well-vetted and fully addressed, believing that better projects result from multiple perspectives. In addition, all product deliverables are reviewed internally for quality control purposes before the submittal to the City.

RRM has found establishing mutually agreeable, timely turnaround review times in managing a schedule helpful. One helpful approach can be for the City to provide one red-lined, marked-up version of comments from its staff so that all comments are reconciled and expedite the revision process. Early consultation with affected agencies and stakeholders is vital for a smooth and efficient process. These approaches reduce potential surprises that can add costs, cause delays, and dilute consensus. In addition, the performance of project managers is evaluated in several ways:



1. Monthly review of compliance with project budgets by task by RRM management and principals. Our Deltek Vision project management and accounting software also allows project managers and principals to track daily time entries and task budgets
2. Ongoing oversight by the principal-in-charge regarding contract and schedule adherence and overall project progress
3. Periodically, report cards are provided to Clients to solicit feedback on the project manager and overall project performance
4. Annually, project managers are evaluated on the quality of their performance
5. Throughout the project process, Client feedback is sought by both RRM project managers and contract personnel to ensure satisfaction and provide the opportunity for adjustment if needed

RRM takes project management seriously and is committed to delivering on time and on budget. RRM may need to coordinate and meet with the City staff, various departments, and interest groups in addition to those specifically outlined in this scope. This will include information teleconferences, meetings, research correspondence, status reports, record keeping, project coordination, electronic file management, preparation for meetings, and all other coordination during the project.

Deliverables:

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

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-1.

Estimated Fee:

- \$1,400

Services and/or Information to be Provided by Client

- Meeting attendance: the project budget includes attendance at public meetings identified in the work program. The costs of additional meeting attendance would be on a time and materials basis if requested. In addition, meetings are assumed to be conducted using a virtual format
- Draft documents: a draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear directions
- Printing: this budget assumes the City will be responsible for printing and distributing documents
- Environmental Review: the scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act (CEQA). Environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested



- All permit-ready ADU designs will be developed to use 2022 CBC. Therefore, any design revisions that exceed this assumption’s constraints may require additional engineering and fee
- This proposal assumes the City will maintain the approved architect or engineer stamped originals, issue users unstamped copies, and require a harmless agreement signed by the end user. The wording suggested is similar to “By using these Permit Ready Accessory Dwelling Unit construction documents, the user agrees to release, hold harmless, and indemnify the City, its elected officials and employees, and the Architect or Engineer who prepared these construction documents from any and all claims, liabilities, suits, and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents”

Limitations of Scope and Exclusions

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client’s program or direction inconsistent with prior approvals are subject to additional service fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-1.

The following services or tasks are specifically excluded from the scope:

- Civil engineering
- Erosion control
- Drainage and grading
- All site-specific work

Task and Fee Summary

Task 1 through 3 Fixed Fee:	<u>\$42,000</u>
Reimbursable Expenses Estimate:	<u>\$1,400</u>
Estimated Project Total:	<u>\$43,400</u>

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 A-1: General Provisions and Conditions

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records.

Thank you again for this opportunity.

Sincerely,

RRM Design Group



Randall Russom, AIA, ASID
Principal
CA License No. C24410

Attachment: Exhibit A-1

The person signing and executing this contract for the Client represents and warrants that they are duly authorized and have the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

Authorization to Proceed by Client Representative:

Sign

Date

Print Name, Title

Billing Email (Please identify the billing contact name and email address to receive electronic invoices.)

Billing Address (if different from mailing address)

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Exhibit A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY).

Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule 1 attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES.

The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant, Geotechnical Consultant, Mechanical Engineer, Cost Estimator, Archaeological Consultant, Electrical Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES.

Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the

expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS.

Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION. In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT.

RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK.

RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION.

Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence,



and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES.

Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS.

RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY.

RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall

be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of

\$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: ___.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION.

To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors, shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE.

RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges



that RRM Design Group is not obligated to provide professional liability insurance.

TITLE.

It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES.

Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain

assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE.

The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.



OPINION OF PROBABLE COST.

Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION.

Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION.

Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.

Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS.

This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS.

All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE.

RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS.

This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce



any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.





Exhibit A-1 Schedule 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE		
Intern	\$ 54	- \$ 91
Designer I - ARCH	\$ 83	- \$ 111
Designer II - ARCH	\$ 90	- \$ 133
Designer III - ARCH	\$ 108	- \$ 170
Job Captain - ARCH	\$ 108	- \$ 170
Architect	\$ 114	- \$ 174
Project Designer - ARCH	\$ 126	- \$ 197
Project Architect	\$ 126	- \$ 197
Project Manager - ARCH	\$ 131	- \$ 212
BIM Manager - ARCH	\$ 132	- \$ 233
Quality Control Manager - ARCH	\$ 151	- \$ 255
Senior Designer - ARCH	\$ 154	- \$ 248
Senior Architect	\$ 154	- \$ 262
Senior Project Manager - ARCH	\$ 157	- \$ 269
Associate Manager of Architecture	\$ 163	- \$ 251
Design Director - ARCH	\$ 183	- \$ 309
Manager of Architecture	\$ 189	- \$ 309
Director of Architecture	\$ 201	- \$ 330
Principal	\$ 207	\$ 371
Managing Partner	\$ 220	\$ 442

ENGINEERING		
CIVIL ENGINEERING		
Intern	\$ 54	- \$ 91
Designer I - CIVIL	\$ 77	- \$ 107
Designer II - CIVIL	\$ 87	- \$ 138
Construction Inspector	\$ 102	- \$ 192
Associate Engineer - CIVIL	\$ 129	- \$ 190
Senior Associate Engineer - CIVIL	\$ 146	- \$ 238
Engineer I - CIVIL	\$ 105	- \$ 159
Engineer II - CIVIL	\$ 118	- \$ 186
Project Engineer - CIVIL	\$ 142	- \$ 210
Senior Project Engineer - CIVIL	\$ 160	- \$ 262
Project Manager - CIVIL	\$ 176	- \$ 277
Manager of Engineering Services - CIVIL	\$ 200	- \$ 317
Principal	\$ 207	\$ 371
Managing Partner	\$ 220	\$ 442

STRUCTURAL ENGINEERING		
Intern	\$ 54	- \$ 91
Drafter I	\$ 77	- \$ 123
Drafter II	\$ 89	- \$ 139
Drafter III	\$ 104	- \$ 153
Senior Drafter	\$ 125	- \$ 202
Engineer I - STRUCT	\$ 101	- \$ 149
Engineer II - STRUCT	\$ 119	- \$ 186
Project Engineer - STRUCT	\$ 142	- \$ 210
Senior Project Engineer - STRUCT	\$ 159	- \$ 261
Project Manager - STRUCT	\$ 170	- \$ 269
Manager of Engineering Services - STRUCT	\$ 193	- \$ 309

SURVEYING		
Survey Technician I	\$ 78	- \$ 119
Survey Technician II	\$ 90	- \$ 137
Survey Technician III	\$ 105	- \$ 182
Party Chief	\$ 108	- \$ 168
Senior Party Chief	\$ 135	- \$ 217
Land Surveyor	\$ 135	- \$ 203
Senior Land Surveyor	\$ 159	- \$ 242
Supervisor of Surveying	\$ 171	- \$ 249
Manager of Surveying	\$ 180	- \$ 277

SURVEYING (Crew Rates)		
REGULAR		
One person w/ GPS or Robotic Workstation	\$ 175	- \$ 230
Two person	\$ 240	- \$ 390
Three person	\$ 320	- \$ 495
PREVAILING WAGE		
One person w/ GPS or Robotic Workstation	\$ 270	- \$ 370
Two person	\$ 335	- \$ 380
Three person	\$ 425	- \$ 610

INTERIOR DESIGN		
Designer I - INT	\$ 74	- \$ 111
Designer II - INT	\$ 90	- \$ 136
Interior Designer I	\$ 97	- \$ 144
Interior Designer II	\$ 108	- \$ 172
Interior Designer III	\$ 128	- \$ 194
Senior Interior Designer	\$ 138	- \$ 215

LANDSCAPE ARCHITECTURE		
Intern	\$ 54	- \$ 91
Assistant Designer - LAND	\$ 84	- \$ 119
Associate Designer - LAND	\$ 93	- \$ 137
Designer- LAND	\$ 105	- \$ 182
Landscape Architect	\$ 108	- \$ 175
Senior Landscape Architect	\$ 132	- \$ 214
Principal Landscape Architect	\$ 156	- \$ 252
Design Director - LAND	\$ 159	- \$ 256
Manager of Landscape Architecture	\$ 165	- \$ 259
Principal	\$ 207	\$ 371
Managing Partner	\$ 220	\$ 442

PLANNING		
Intern	\$ 54	- \$ 91
Assistant Planner	\$ 98	- \$ 142
Associate Planner	\$ 117	- \$ 187
Urban Designer - PLAN	\$ 117	- \$ 187
Senior Planner	\$ 148	- \$ 227
Senior Urban Designer - PLAN	\$ 148	- \$ 227
Supervisor of Planning & Urban Design	\$ 160	- \$ 244
Principal Planner	\$ 181	- \$ 276
Manager of Planning & Urban Design	\$ 194	- \$ 291
Principal	\$ 207	\$ 371
Managing Partner	\$ 220	\$ 442

CORPORATE SERVICES		
Administrative Assistant	\$ 66	- \$ 108
Administrative Coordinator	\$ 83	- \$ 144
Office Manager	\$ 118	- \$ 179
CEO	\$ 276	\$ 546
File Clerk/Administrative Support	\$ 62	\$ 93
Marketing Assistant	\$ 60	- \$ 91
Marketing Coordinator	\$ 77	- \$ 129
Marketing Manager	\$ 140	\$ 262
Marketing Specialist	\$ 103	\$ 172
Office Coordinator	\$ 83	- \$ 144
Business Development & Pursuits Supervisor	\$ 119	\$ 215
Receptionist	\$ 62	- \$ 93
Senior Marketing Specialist	\$ 118	\$ 208