

AGREEMENT NO. 2018-16B

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Agreement No. 2018-16 (Amendment) is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and RRM Design Group, collectively referred to as the Parties. The effective date of this Amendment is August 14, 2024.

RECITALS

A. On March 7, 2018, the City entered into a Professional Services Agreement No. 2018-16 with RRM Design Group for the Arneill Road Mixed-Use Development Design in the amount of \$80,623. An additional \$4,000 amendment with a \$12,693 contingency (Amendment 2018-16A) for a boundary survey and mapping services was made effective June 14, 2018.

B. The Parties desire to modify the Scope of Services and Compensation set forth in Exhibits A and B of the Agreement so that Consultant may perform additional and necessary architectural, civil engineering, surveying, landscape architectural, and structural engineering services for the Arneill Road Mixed-Use project so building permits may be issued.

C. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.


Section 1. Amendment to Scope of Services. The Scope of Services set forth in Exhibit A and Exhibit 1 of the Agreement are amended to add "Arneill Road Mixed-Use Affordable Housing Construction Documents Proposed Scope of Services" and attachments, which are set forth in the attached Exhibit 2.

Section 2. Amendment to Compensation and Payment. This Amendment is for an amount of \$326,720, with a 15% contingency in the amount of \$49,000, for a total agreement not-to-exceed amount of \$473,036.


Section 3. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment, Agreement No. 2018-16B, to be executed as of the Effective Date.

CITY OF CAMARILLO



Greg Ramirez, City Manager

ATTEST:


City Clerk

RRM Design Group



Darin Cabral, RRM Design Group



Scott Martin, RRM Design Group

Attachments: Exhibit 2



Exhibit 2

June 26, 2024

Transmitted via email: gramirez@Cityofcamarillo.org

Greg Ramirez, City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

**RE: Arneill Road Mixed-Use Affordable Housing Construction Documents
Proposed Scope of Services**

Dear Greg,

Thank you for allowing RRM Design Group (RRM) to provide our proposal for architectural, civil engineering, surveying, landscape architectural, and structural engineering services for the Arneill Road Mixed-Use project in Camarillo. We look forward to working with the City of Camarillo (City) through the construction document and building permit process.

Per the City's direction, the design team has been requested to prepare the plans and supporting documents necessary to bring the project to a point where building permits could be issued. The City intends to prepare building permit-ready documents to be provided to the future development team for construction. Bidding and construction support services are excluded from this proposal as they would be under a separate contract with the future development team.

PROJECT UNDERSTANDING

This mixed-use project comprises nine affordable multifamily units and approximately 1,000 sf of non-residential uses on the ground floor. The project site is approximately 0.35 acres on the east side of Arneill Road, between Barry and Lomita Streets. The site is vacant land consisting of five parcels that the City has acquired (APNs 162-0-012-210, -280, -290, -300 and -310.) The parcels were previously developed as single-family residences and were subsequently demolished. The City intends to seek a developer to convert the neglected vacant land into affordable housing for very low-income tenants. The City has already processed a General Plan Amendment to rezone Village Commercial Mixed-Use (CMU) to allow for a mixed-use project.



PROJECT STATISTICS

The entitlement package includes two unit types. Unit sizes will be consistent with those of the approved entitlement package dated December 14, 2022:

- Seven (7) one-beds: ~500 sf
- Two (2) two-beds: ~800 sf
- Non-residential uses: ~1,000 sf
 - One (1) office
 - Community space
 - Unisex restroom
 - Common laundry room
 - Storage, if possible

SCOPE OF SERVICES

The scope of services included in this proposal is based on the approved entitlement package. This proposal assumes building and on- and off-site improvements will be under one review application with the jurisdiction having authority and one building plan set. This proposal includes the scope of services through the building permit review process and determination of permit readiness. This proposal doesn't include bidding and negotiation or construction administration, as these services will be part of a separate proposal prior to bidding and construction.

Task A: Architectural Services

Subtask A.01: Project Management, Meetings, and Coordination – Architecture

RRM Architecture will assign a project manager who will act as the City and Client's primary point of contact for the project. The project manager will coordinate and manage the work of the design team and consulting engineers throughout the design development, construction document, and permit processing phases. The project manager will oversee the completion of the necessary application forms for the building permit application and responses to questions and requests from City agencies and officials. The project manager will ensure that design materials are prepared in a timely manner to meet City deadlines and in the format required by the permit application procedures. The project manager will also attend project meetings to represent the design team through the plan preparation process.

Deliverables:

- *Completed application forms coordinated with supporting design documents*
- *Primary project point of contact for City staff and Client*
- *Scheduling of drawings submittals with project design team and consultant engineers for City deliverables*



- Attend project meetings
- Process submittals through City Building Department
- Coordination with design team/consultants

Estimated Fee: Time and Materials - Hourly

- See fee summary (see footnote B)

Subtask A.02: Design Development (Building) – Architecture

Based on the approved entitlement package, RRM Architecture will develop building and unit plans for use by the design team to define the building systems for the project. Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the Client's program. During this phase, the project design will be analyzed to comply with the CTCAC standards for a "permeate supportive housing" project. We recommend a careful analysis at this stage to develop the most energy-efficient design possible.

Deliverables:

- Electronically formatted 24" x 36" PDF as requested by Client
- Design development drawings (for internal review):
 - Architectural plans:
 - One (1) set of design development document floor plans for each building type
 - One (1) set design development document floor plans for each typical unit type, based on building unit types noted above in project statistics
 - One (1) set of exterior elevations; four (4) building sides
 - One (1) roof plan
 - Door and window schedules
 - Two (2) building sections
 - Preliminary code analysis floor plan. Chapter 11B adaptability and accessibility (aka mobility) requirements
- Coordination with Client for building refinements
- Coordination with design team for building refinements
- Coordination with civil and landscape team for site development

Fixed Fee:

- See fee summary (see footnote A)



Subtask A.03: Construction Documents (Building) – Architecture

Based on the completed design development documents, RRM Architecture and our design team will provide construction document services to obtain permit approvals.

RRM Architecture shall prepare a plan drawing set for review and approval of the building permit(s). No interior floor plan design options are assumed to be part of the construction documents.

Deliverables:

- *Electronically formatted 24" x 36" PDF as requested by Client*
- *Construction documents (for building permitting):*
 - *Cover sheet, floor plan statistics, project summary, maximum height calculations, and general notes*
 - *Architectural prototype plans:*
 - *One (1) set of construction document floor plans:*
 - *Prototype unit plans assumed based on scope of contract*
 - *One (1) set of exterior elevations; four (4) building sides*
 - *One (1) roof plan*
 - *One (1) set of standard interior elevations of general kitchen and bathroom areas for each prototype unit plan based on the scope in contract*
 - *Door and window schedules*
 - *Two (2) building sections*
 - *One (1) set of reflective ceiling plans*
 - *One (1) set of common architectural details*
 - *Code analysis floor plan. Chapter 11B adaptability/accessibility requirements*
- *Consultant and document coordination:*
 - *Provide building footprint coordination with civil engineer grading/drainage/erosion drawings*
 - *Coordination of consultant reports (e.g., Title 24 energy reports, MEP, civil, structural, landscape, and truss calculations)*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask A.04: Permitting Services (Building) – Architecture

RRM Architecture will submit the 100% construction documents to the City's Building Department for plan check review at the end of the construction document task. RRM Architecture will respond to the plan check comments received in writing, and prepare documentation to achieve permit-ready status. During this task, document modification may also occur due to City team review comments and RRM's in-house QA/QC process.



RRM will evaluate the potential modification or changes to the plans to determine if these modifications or changes are outside the scope of this proposal. If RRM believes these mods/changes are outside the scope of this proposal, RRM will contact the City/Client to determine the appropriate course of action. It may be determined that an additional service agreement is warranted.

RRM will incorporate the City agency plan check responses, RRM in-house QA/QC, and City review comments into the 100% construction document set for the building permit approval.

Deliverables:

- *Respond to plan check comments from City*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask A.05: Design Development and Construction Documents (Site and Trash Enclosures) – Architecture

RRM Architecture will develop building plans for use by RRM and its design team to define the building systems for the trash enclosures. In the design development task, the A/E team will design and lay out the basic engineering systems. Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the Client's program. We recommend a careful analysis at this stage to develop the most energy-efficient design possible.

Based on the completed design development documents, RRM Architecture and our consultant team will provide construction document services to obtain permit approvals.

Deliverables: Design Development

- *Electronically formatted 24" x 36" PDF as requested by Client*
- *Design development drawings (for internal review):*
 - *Architectural plans: Trash enclosure, one (1) prototype*
 - *One (1) set of design development document floor plan*
 - *One (1) set of exterior elevations; four (4) building sides*
 - *One (1) roof plan*
 - *One (1) building section*
- *Architectural plans: architectural site plan*
- *Coordination with the design team on refinements*

Deliverables: Construction Documents

- *Electronically formatted 24" x 36" PDF as requested by Client*



- *Construction documents (for building permitting):*
 - *Architectural prototype plans: Trash enclosure, one (1) prototype:*
 - *One (1) set of construction document floor plans*
 - *One (1) set of exterior elevations; four (4) building sides*
 - *One (1) roof plan*
 - *One (1) building section*
 - *One (1) set of common architectural details*
 - *Architectural plans: architectural site plan*
 - *Respond to plan check comments from City*
- *Consultant and document coordination:*
 - *Provide building footprint coordination with civil engineer grading/drainage/erosion drawings*
 - *Coordination of consultants (e.g., civil, structural, and landscape)*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask A.06: Condition Compliance – Architecture

RRM Architecture will coordinate with the design team to satisfy the conditions of approval that must be satisfied prior to the issuance of building, grading and off-site permits and certificate of occupancy.

Deliverables:

- *Coordination with design team to satisfy conditions of approval*

Estimated Fee: Time and Materials - Hourly

- *See fee summary (see footnote B)*

Task B: Land Use Planning Services

Subtask B.1: Condition Compliance and Permitting Oversight – Planning

Approval of the project entitlement includes conditions of approval that must be satisfied prior to the issuance of the required permits and certificate of occupancy. RRM Planning will provide coordination and oversight of the permitting and plan check processes to ensure that the conditions of approval are met and to assist the Client in the process of obtaining all the necessary permits at the appropriate time to help expedite building permit issuance. RRM Planning will provide miscellaneous support, as needed, to RRM's design team and the City during the plan check and permitting process for the proposed mixed-use project. This task excludes coordination of construction-related conditions involving the contractor.



If additional scope and fees become necessary to address comments and requirements from the City and/or are required as part of the project's approved entitlement, RRM will alert the Client before exceeding the amount shown and will not proceed without written authorization.

Deliverables:

- *Assist and support RRM design team and Client to obtain necessary building, grading, and public works permits for proposed mixed-use project*
- *Coordinate with RRM Civil Engineering on obtaining a water will-serve letter and unconditional sanitary will-serve letter*
- *Coordinate with RRM Civil Engineering and RRM Surveying on Client-initiated merger of parcels, offers of dedications (by City), and other legal and mapping requirements necessary prior to permit issuance*
- *Assist and prepare necessary zoning clearances per the conditions of approval for the building permit, grading permit, and public works permit*
- *Condition compliance matrix to include:*
 - *Itemized condition compliance matrix indicating sequencing and responsibility of conditions*
 - *Coordination with Client and consultant team to ensure proper sequencing and compliance with conditions to obtain building permits*

Meetings:

- *Up to six (6) phone/video conference meetings with City staff and/or consultant team*

Estimated Fee: Time and Materials – Not to Exceed

- *See fee summary (see footnote B)*

Task C: Engineering Services

Subtask C.01: On-Site Improvement Plan Package – Civil

RRM Civil Engineering will prepare the construction drawings for submittal at the 75%, 90%, and final (bid set) levels at a scale deemed appropriate by the project engineer. Plans will be prepared in coordination with the off-site improvement plan package for Arneill Road, which is adjacent to the project frontage and the alley. This scope assumes geotechnical requirements for road structural sections, special subgrade preparation, and subsurface drainage requirements for any project area, which will be provided by the project soils engineer and are not a part of these plans.

Construction Keynote Plans

RRM will prepare construction keynote plans for the design at an appropriate scale. The plans will present the project design layout with a keynoting system that identifies all construction items, references to appropriate details, and drawing series directions.



Drive Aisle Improvement Plans

RRM will prepare horizontal and vertical control plans for the proposed onsite design. The plans will establish horizontal control by stationing and vertical control through spot elevation information for centerline or curb lines as determined by the engineer.

Grading and Drainage Plans

RRM will prepare grading and drainage plan designs based on the geotechnical engineering report. The plans will build on the right-of-way and topographic information prepared during the entitlement stage. They will show vertical control of the project elements using contour grading, spot elevations, and cut-and-fill areas within the project site. The plans will also detail drainage facilities for on-site best management practices (BMP) related to stormwater treatment and retention. Retention/storage of runoff is proposed onsite and is included in these plans. Earthwork estimates will be performed for roadway and pad grading for bonding and to establish City fees. The contractor is responsible for earthwork costs and quantities.

Utility Plans

RRM will prepare utility plans for water, sewer, and storm drain main lines contained within the parcel boundary, as shown on the approved entitlement package. The water, sewer, and storm drain plans will include vertical and horizontal design information. A wire and gas utility trench location will be shown schematically. Plans will include sewer, water, electrical, and gas service locations, as well as streetlight and fire hydrant locations. Plans and digital files will be provided to the dry utility purveyors to facilitate the dry utility final design.

Composite Utility Plan

A composite utility plan will be prepared to incorporate proposed utility main line information for firewater, domestic water, sewer, and gas service connections within the project boundary. A schematic dry utility trench will be incorporated into this plan. However, it is understood that the representative dry utility trench is only shown schematically for the purposes of the submittals. Transformer locations (if known), streetlights, and above-ground utility information will be incorporated into a composite plan to assist the contractor in understanding the relationship between the various utility elements if provided by the project architect. The final dry utility plans must be obtained from each utility provider and may deviate from the schematic locations shown on this improvement plan. This project assumes that adequate service is available directly adjacent to the project frontage. This task does not include coordination with the dry utility companies to facilitate dry utility final design packages and does not guarantee that those packages will be available prior to the approval of the improvement plans by the City.



Construction Details

As a companion to the construction plans, RRM will prepare details for the nonstandard city or state of California (State) details for the construction items illustrated in the plans. For the purposes of the plan sets, it is assumed that City or State standards will be utilized for construction items.

Deliverables:

- *Approximately two (2) general notes sheets, two (2) drive aisle surface plan sheets, one (1) composite underground utilities plan, and two (2) grading and drainage sheets*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask C.02: Off-Site Arneill Road and Alley Improvement Plans – Civil

Arneill Road improvements will generally include a driveway approach, curb/gutter, sidewalk, and utility service laterals. This task assumes a maximum of three separate plan check reviews by the City and RRM responses to each of those reviews, with the final submittal (4th submittal) being the permit-ready set. Per the project conditions of approval, these plans are a standalone set to be processed concurrently with the on-site improvements. The engineering tasks associated with the preparation of the improvement plans are described in more detail below.

Surface Improvements

Plan and profile surface improvement plans, including driveway approaches and grading for the sidewalk, are included in these plans, per the approved entitlement plans, which include pavement widening, ADA improvements, curb, gutter, and sidewalk along the frontage. Improvement plans will consist of profile information for the centerline and curb lines as deemed necessary by the project engineer.

Underground Improvements

The improvement plans will also include underground utility information for domestic water, fire water, and sewer service laterals from the existing main lines in Arneill Road to the west of the property (continuation of services to the building is included as part of the on-site improvements). This task assumes that recycled water is not required and that points of connection are directly adjacent to the property frontage.



Water and Sewer letter

RRM Civil Engineering will provide a letter confirming the proposed water and usage as proposed in the building permit package.

Deliverables:

- *Approximately one (1) title sheet, one (1) general notes sheet, two (2) surface plan and profile sheets, two (2) underground utilities plan*
- *Water and sewer usage letter in PDF*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask C.03: Drainage Study – Hydrology and Hydraulics – Civil

RRM Civil Engineering will prepare a final drainage report for the approved project based on the drainage report prepared during the entitlement stage. This analysis is separate from the post-construction stormwater mitigation requirements imposed by the State. This report will analyze and document the existing and proposed onsite drainage conditions (hydrology), not including off-site flows. Based on these values, components of the project drainage system, pipes, inlets, and discharge points (hydraulics) will be sized per City requirements. The drainage report will be prepared in conformance with City requirements and based on generally accepted engineering practices.

This scope includes consideration for the review of previous analysis, research of record data, and site visits.

Deliverables:

- *Draft final and final drainage study, hydrology, and hydraulics report*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask C.04: Stormwater Management Plans – Civil

The project is under one acre of the disturbed area and, therefore, does not require a Stormwater Pollution Prevention Plan (SWPPP) to be prepared. However, the project is subject to the Regional Water Quality Control Board's (RWQCB) requirements for mitigation of post-construction stormwater adopted by the City in 2014. RRM will prepare a post-construction stormwater analysis in City standard format based on the RWQCB's requirements. The project site must include features such as limited impervious area, bioswales, rain gardens, and retention basins. The analysis will size and identify mitigation measures and site improvements intended to improve stormwater quality.



Deliverables:

- Approximately two (2) post-construction stormwater management plans

Fixed Fee:

- See fee summary (see footnote A)

Subtask C.05: Operations and Maintenance Manual – Civil

RRM Civil Engineering will prepare an operations and maintenance manual for the permanent stormwater BMPs proposed in the onsite improvement plans. The manual will specify the inspection interval and steps to maintain each BMP.

Deliverables:

- Operations and maintenance manual in PDF format

Fixed Fee:

- See fee summary (see footnote A)

Subtask C.06: Engineer's Construction Cost Estimate – Civil

RRM Civil Engineering will prepare an Engineer's Construction Cost Estimate based on the City's standard requirements and unit costs for bonding purposes. The estimate will include quantity takeoffs from the proposed improvement plans, including the calculation of earthwork quantities per the direction of the City Public Works Department. The engineer's estimate is required for public improvements only and will be prepared once at the initial submittal and once at the final submittal.

Deliverables:

- Engineer's Construction Cost Estimate, initial submittal and final submittal

Fixed Fee:

- See fee summary (see footnote A)

Subtask C.07: Project Coordination – Civil

It is understood that the Client will be responsible for the timely review and processing of the plans by the City Department. RRM will lead processing efforts by providing the services listed below:

- When requested by the Client, RRM will provide research, coordination, and advice on development strategies, conditions of approval, and processing requirements
- Coordinate and attend project-related meetings with the City, utility companies, and consultants
- Transfer of electronic data or print sets to various consultants



- Final map coordination, title company, tax bond certificate, final map signatures, and clearance letters

Deliverables:

- *Ongoing coordination and attendance at project-related meetings*
- *Correspondence and attendance at project-related meetings*
- *Ongoing project coordination with project team*

Estimated Fee: Time and Materials – Not to Exceed

- See fee summary (see footnote B)

Task I: Landscape Architecture Services

Subtask I.01: On-Site Construction Documents – Landscape

Based on the approved conceptual landscape plan, RRM Landscape Architecture will develop a set of landscape construction documents for the project's on-site common landscape areas. This scope of services assumes the City plan review will require up to three plan review cycles. The following is a list of sheets that will be included in the overall design team construction document package.

Construction Plans and Details

Prepare construction plans to convey decorative vehicular and pedestrian hardscapes and select and place permanently mounted site furnishings. In support of the construction plans, RRM will prepare construction details for decorative pedestrian hardscapes, handrails, and site furnishings that specify the materials, method of construction, and proper installation procedures. Based on the approved conceptual landscape plan, RRM assumes no additional site amenities other than those listed above will be included.

Irrigation Plans and Details

Prepare an irrigation plan for planting areas within the common landscape areas. The plans will detail such things as the irrigation system layout, main line, automatic controller, head layout, piping, filter, and backflow device. In support of the irrigation plans, RRM will prepare irrigation details that specify the method of construction and proper irrigation system component procedures. This task includes water use budgeting and calculation as required to satisfy the requirements of California's Model Water Efficient Landscape Ordinance (MWELO).

Planting Plans and Details

Prepare planting plans for planting areas within the common landscape areas. The plans will show the layout of all planting, indicating plant species, quantity, size, location of all shrubs, ground cover, trees, and water use (per Water Use Classification of Landscape Species – WUCOLS). In support of the planting plans, RRM will prepare planting details that specify the method of construction and proper planting procedures.



Landscape Maintenance

Prepare a preliminary landscape maintenance plan per MWELo's requirements. The plan will include basic descriptions of key landscape upkeep items such as pruning, replanting, guying, and irrigation repair.

Sheet Specifications

RRM will prepare technical specifications (CSI Division 02 through 48, as applicable) and add provisions for planting and irrigation. This scope assumes that others will provide all general provision specification sections related to this project.

Assumptions:

- *Trash enclosure(s) will be designed and detailed by architecture*

Deliverables:

- *On-site landscape construction documents (listed above)*
- *Consultant and document coordination*
- *Provide coordination with architect and engineering team*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask L.02: Meetings and Coordination – Landscape

RRM Landscape Architecture will meet and coordinate with the design team and agencies as needed to discuss the project, plan, check comments, and design directions.

Deliverables:

- *Attend project meetings*
- *Coordination with design team/agencies/vendors*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask L.03: Off-Site Construction Documents – Landscape

RRM Landscape Architecture will work with RRM Civil Engineering and compile landscape improvement plans for the improvements located within the public right of way. These improvements will be detailed according to City standards and specifications and follow a separate plan check process. This scope of services assumes the City plan review will require up to three plan review cycles.



The final deliverable will be a separate bid set of construction documents. The landscape construction document package will include planting and irrigation improvement plans. Any site improvement callouts will be performed on the planting plan.

Deliverables:

- *Off-site landscape construction documents*

Fixed Fee:

- *See fee summary (see footnote A)*

Task ST: Structural Engineering Services

RRM Structural Engineering will provide structural engineering services for the design based on the architectural drawings. This scope and fee are based on the preliminary drawings dated December 14, 2022.

Structural Assumptions:

- *This project will be designed in accordance with 2022 CBC*
- *The project is anticipated to have the following design parameters per the preliminary drawings:*
 - *The building is composed of two buildings totaling 7,100 sf interior space and about 1,150 deck/walkway space. Approximately 1,120 sf is non-residential*
 - *The buildings are two-story, mixed-use*
 - *A traditional foundation utilizing continuous and spread footings connected by grade beams is assumed. Non-conventional foundations, including PT slabs, Mat Foundations, and deep foundations such as Piles, would be considered an additional service*
 - *Given that the units generally stack but are approximately 24 feet across structurally, 16" I-joists would allow single spanning across the units*
 - *Buildings are assumed to be Type V construction with Wood floor joists, wood shear walls, and prefabricated wood truss roofs (designed by others)*
 - *Trash enclosure and entry trellis shown on preliminary drawings. Trellis assumed to be wood*

Subtask ST.01: Structural Engineering Construction Documents – Structural

RRM Structural Engineering will prepare construction documents.

Services Included:

- *Two (2) design team coordination meetings with team (in person) and eight (8) meetings maximum via teleconference per phase*



Deliverables:

- Preparation of one (1) set of construction documents:
 - 90% construction drawings, including general notes, plans, and details (24x36/30x42 plans – CAD/PDF)
 - Structural calculations in support of construction documents for submittal to the authority having jurisdiction (8.5x11 – PDF)

Fixed Fee:

- See fee summary (see footnote A)

Subtask ST.02: Trash Enclosures and Trellises – Structural

According to the preliminary drawings, there will be one trash enclosure with a trellis roof and an entry trellis.

Deliverables:

- Deliverables to match Subtask ST.01, details and calculations only

Fixed Fee:

- See fee summary (see footnote A)

Subtask ST.03: Retaining/Site Walls – Structural

Per COA 150, it is anticipated that a masonry wall will be required on the north and south property lines, with retaining on the south side anticipated. This task is to design CMU or concrete retaining walls at four to six feet max retained, plus a decorative CMU wall six feet high above.

Deliverables:

- Deliverables to match Subtask ST.01, details and calculations only

Fixed Fee:

- See fee summary (see footnote A)

Subtask ST.04: Permitting Services – Structural

RRM Structural Engineering will assist the Client during the permitting of the project.

Deliverables:

- Written Responses: RRM will provide written responses to plan check questions and updated drawings and calculations to clarify responses as required



- *Plan review responses: preparation of two (2) addendums maximum showing the following structural items:*
 - *Update and/or revise construction drawings, including general notes, plans, and details as needed – (24x36 plans – CAD/PDF)*

Fixed Fee:

- *See fee summary (see footnote A)*

Task S: Surveying Services

Task S.01: Preliminary Lot Line Adjustment Map for Merger – Survey

This task will involve the preparation of the preliminary map based on existing record data, review and consultation with you regarding the location of the proposed lines and addressing minor revisions. This map will show existing buildings, setback lines, proposed access easements, and other information as required for submittal.

Deliverables:

- *One (1) preliminary lot line adjustment map*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask S.02: Lot Line Adjustments for Merger – Processing and Coordination – Survey

RRM will process the preliminary map through the City. This may include coordination with the Title Company and agencies attending any public hearing and completion of any necessary applications. This task may also include mapping efforts and/or materials in support of the lot line adjustment efforts.

Deliverables:

- *Processing and coordination*

Fixed Fee:

- *See fee summary (see footnote A)*



Subtask S.03: Final Lot Line Adjustment for Merger – Survey

RRM will prepare legal descriptions and exhibit maps for the proposed parcels and process a Certificate of Compliance for the reconfigured parcel that will be used for all future transfers of the property. After recordation, the original documents will be returned to the City for filing.

Deliverables:

- *Maximum of two (2) Certificates of Compliance for lot line adjustment*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask S.04: Record of Survey – Survey

This task will include researching the property's title history with respect to prior maps and deeds, performing a field survey to find record monuments, and resolving the boundary based on your deed and found monumentation. In accordance with state law, we will then prepare the Record of Survey map and submit it to the County of Ventura (County) Public Works for review and approval. After the County has reviewed the map, we will set final monuments and witness stakes. The County requires about four weeks to review and record the map.

Our work will include the following tasks:

- Research the title history of the property with respect to prior recorded maps and original surveys
- Retracement survey to search for and recover record monumentation
- Office work to determine corner positions based on Federal and State laws
- Office work to prepare a Record of Survey map as required by State law
- Processing the Record of Survey map through the County Surveyor Office
- Setting final monuments

Deliverables:

- *Record of survey map*
- *Set four (4) monuments*

Fixed Fee:

- *See fee summary (see footnote A)*



Subtask S.05: Legal Description and Plats – Survey

RRM Surveyors will prepare two sets of legal descriptions and plats (Arneill Rd & Alley) to be included in the right-of-way dedication document provided by others.

Deliverables:

Two (2) sets of legal descriptions and plats

Fixed Fee:

- See fee summary (see footnote A)

Exclusions:

- Government fees (Recording fees exempt per Government Code 27383)
- Preliminary title report
- Topographic/boundary surveying or mapping

Subtask M: Mechanical and Plumbing Engineering Services

This task includes the following project scope for mechanical, plumbing, Title 24 energy compliance, and Title 24 design phase design review (Cx – Conditioned non-res areas only):

- Coordinate with stakeholders on engineering solutions
- Participate in meetings as needed
- Support project approval and permitting
- Architectural or structural changes as a result of code enforcement are subject to additional services on a case-by-case basis
- All mechanical, plumbing, and energy/T24-related plan check corrections will be addressed within the budget provided

Subtask M.01: Design Development – Mechanical and Plumbing

Based on the base files provided by RRM Architecture, Metrics Mechanical Engineering (M2E) will develop plans for the project's general mechanical and plumbing systems. These plans will be used to coordinate with our consultants and prepare for the construction document phase.

Deliverables:

- Attend one (1) design and coordination meeting
- Mechanical and plumbing design development drawings
- Coordinate the design with other disciplines

Fixed Fee:

- See fee summary (see footnote A)

Subtask M.02: Construction Documents – Mechanical and Plumbing

Based on the completed design development package and design team feedback, M2E will provide mechanical design, plumbing design, and energy compliance for the residential buildings (for the building and two typical unit types) as described above.

Mechanical scope of work includes:

- Design, specify, and detail comfort HVAC systems per the following:
 - Dwelling unit basis of design assumes high-efficiency split system heat pumps – indoor unit design/layout to be determined in collaboration with project stakeholders during the course of the project
- Design, specify, and detail general exhaust/ventilation systems per the following:
 - Dwelling unit ventilation approach to be determined to optimize compliance and HERS rating approach
 - Basis of design assumes ASHRAE 62.2 balanced ventilation system
- Design, specify, and detail specialized residential mechanical systems per the following:
 - Residential range hood exhaust to exterior
 - Common laundry facility dryer venting

Plumbing scope of work includes:

- Design, specify, and detail domestic plumbing systems, including DWV/SS, hot/cold water distribution, and domestic hot water heating systems per the following:
 - Basis of design for domestic hot water heating systems assumes electric hybrid heat-pump water heaters throughout the project – sizing to vary based on demand requirements
 - Domestic water submetering system to be determined in collaboration with project stakeholders at project start on a per-building basis
- Design, specify, and detail plumbing systems required to support mechanical
- Design, specify, and detail roof/area/deck drains (where occurs) to discharge on-site – drain layout and crickets by arch/others
- Design, specify, and detail specialized plumbing systems per the following:
 - Common laundry connection(s)
- All plumbing utilities will be designed to be 5' outside the building footprint for continuation by civil engineering on-site

Title 24/Energy Compliance scope of work includes:

- Provide general consulting for development of building envelope and fenestration component energy performance requirements for all altered/upgraded building elements
- General consulting to optimize design approach concerning project HERS measures
- Prepare residential energy compliance documents, including registered CF-IR
- Prepare non-residential design phase energy compliance design-review documents
- Prepare non-residential energy compliance documents



Deliverables:

- *General consulting and preliminary energy modeling for development of building envelope and fenestration component performance criteria*
- *Mechanical and plumbing construction documents*
- *Title 24 energy compliance documents:*
 - *Residential energy compliance with CF-IR*
 - *Non-residential envelope and fenestration components*
 - *Non-residential mechanical and plumbing systems*
 - *Design phase design review (Cx) NRCC Forms*

Meetings:

- *Pre-construction phase: three (3) coordination meetings at RRM offices*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask M.03: Permitting Services – Mechanical and Plumbing

M2E will submit the 100% construction documents to RRM Architecture to incorporate them into the submittal package, which will be submitted to the City Building Department for plan check review at the end of the construction document task. The consultant will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modification to the documents may also occur as a result of RRM's in-house QA/QC process. The consultant will incorporate the City agency plan check and RRM in-house QA/QC into the 100% construction document set for the project bidding process.

Deliverables:

- *Respond to plan check comments from City*

Fixed Fee:

- *See fee summary (see footnote A)*

Task E: Electrical Engineering Services

RRM will coordinate with Thoma Engineering (Thoma) to provide site locations acceptable to the Client and utility company for electrical infrastructure as necessary to serve new buildings (e.g., electrical panel/meter locations, solar inverters, serving transformers, etc.) and new on-site lighting.



Scope of work:

- Design/specification of utility points of connection for power, voice/data, and cable television. Associated on-site power distribution for 12 meters (commercial tenants 1 and 2, house and residential tenants 1 through 9)
- Design/specification of power, lighting, and rough-in for voice/data systems interior to residential units
- Design/specification of convenience power, lighting, and rough-in for voice/data systems interior to the two (2) commercial spaces to be built out as described above
- Site lighting improvements for on-site parking. Assumes electric vehicle (EV) chargers will be installed on-site per CalGreen

The scope of work will be divided into two permit packages as follows (generally):

- Increment 1: **Site Improvement Set**—on-site/off-site utility improvements, including undergrounding utilities along the adjacent edge of the property at the alley behind the property, site EV charging, and parking lot lighting
- Increment 2: **Building Plan set**—vertical construction component of project, including power distribution, utility meter sections, and interior improvements as outlined above

Assumptions/Clarifications:

- Assumes cost-estimating services (if required) are provided by architect's separately retained cost-estimating services
- Assumes vanilla shell for leased commercial space
- Assumes PV/BESS design will be provided as performance specification for Client's designer/builder to provide as separately retained services
- Assumes that utility undergrounding along alleyway behind property will be performed only for the adjacent section of the alley, not for entirety of alley
- Assumes that Increment 1 and Increment 2 will be developed concurrently during design/development and construction documents phase of work

Site Scope of Work:

- Contact serving utility service planner(s) to facilitate utility application process between the Client and the serving utilities and provide electrical load information obtained by Client
- Describe new utility services (electric, telephone, and CATV) on-site distribution and pathways to project based on information provided to us by the serving utilities during design
- Site lighting design and control in conjunction with RRM
- Title 24 lighting energy documentation forms as required for exterior lighting systems
- Undergrounding of overhead utility services along alley behind the proposed property boundary. Thoma will coordinate with serving utility providers, who will, in turn, provide their utility improvement drawings to the contractor as a "hand-out" package



Qualifications:

- Excludes site demolition plan for existing structures (by others, if applicable, assumes clear site).
- Assumes any site equipment specified by other consultants (e.g., signage, irrigation controller, motorized gates, lift stations) will be coordinated with Thoma and pertinent electrical requirements will be furnished to Thoma at the start of construction documents
- All correspondence regarding utility application(s) will be through RRM for forwarding/processing with Client
- Utility company improvement design will be provided by each respective utility company. Thoma will endeavor to describe such work for bid purposes as it is available during the design process. Utility company designs are subject to that company's review and final approval and on their time frame
- It will be the responsibility of the Client and/or their contractor to obtain utility designs prior to construction. Construction of utility company improvements must be obtained directly from serving utility company for their construction documents, specifications, drawings, details, and notes
- Assumes utility services are readily available at project site. Excludes off-site utility coordination and design for extension of services to property
- Excludes final application for service, fees, excess wire charges, engineering retainers, etc., that may be required of Client by each utility. It will be Client's responsibility to contact each of utility companies to obtain contracts and pay all fees associated with utility services to their project (it will be noted that any credit for construction of electric utility service can be affected by solar, wind, or other self-generation systems and reduce amount of projected revenue generated)
- Excludes undergrounding and/or relocation of any existing utility services within property, through property or along property frontage or as required to accommodate project, unless explicitly included herein
- Excludes off-site (beyond property line) electrical and street lighting work
- Excludes decorative landscape site lighting

Electrical scope of work includes the following:

- Power single line diagram and distribution system
- Electrical calculations (facility load, voltage drop, short circuit) as required
- Device layout, circuiting, and panel schedules
- HVAC and plumbing equipment coordination with mechanical engineer
- Power requirements for special electrically powered equipment (assuming complete load, voltage, connection type, location, and other pertinent information is given to us by RRM in a timely fashion for Thoma's use)



Qualifications:

- Excludes preparation of selective device coordination study unless otherwise expressly included herein. Assumes that if required, this engineering service shall be prepared by awarded contractor
- Excludes preparation of arc flash energy calculations and subsequent preparation of labels, etc., as required by NFPA 70E, unless expressly included herein. Assumes that if required, this engineering service will be prepared by awarded contractor
- Excludes emergency generator and related emergency distribution system
- Excludes lightning protection system design
- Design/specification of EV charger provisions are included to the extent required by CalGreen standards. RRM will provide locations for EV chargers prior to start of construction documents

Photovoltaic (PV) and Battery Energy Storage Systems (BESS) Renewable Energy Provisions

- Performance specification of photovoltaic (PV) system interconnection requirements. Assumes that awarded contractor will provide both design and installation services (design/build) based upon performance criteria outlined on construction documents
- Incorporation of PV system requirements into power single line diagram and distribution system based on operational set point (established in units of kW-DC) provided by prescriptive measures outlined in CA Title 24 per the 2022 California Energy Code

Qualifications:

- Assumes PV production setpoint based on prescriptive measures as outlined in California Energy Code
- Excludes battery energy storage systems design/specification, assumes not required based on building space/type/size
- Assumes that as defined in CA Title 24, Part 6, project will have sufficient roof space (or on auxiliary structure), such that solar panels may be physically accommodated on project site, and solar inverter and appurtenances may be located in mutually agreed upon space(s)

Lighting scope of work includes:

- Lighting design (interior and building-mounted exterior) and fixture schedule in conjunction with RRM
- Branch circuiting and lighting controls
- Title 24 Lighting Energy documentation forms as required for interior spaces

Qualifications:

- Excludes automatic interior lighting controls or other energy management controls beyond those required by the energy code
- Excludes custom lighting fixture design
- Excludes design required to obtain LEED points



Communications scope of work includes:

- Fire sprinkler monitoring system for sprinklered buildings (performance specification)
- Voice/data box and conduit stubs (infrastructure specification, rough-in only) for cabling by Client's vendor
- Cable TV outlets, connections, and prewire

Qualifications:

- Excludes design for Emergency Radio Responder Communications System (ERRCS)
- Fire alarm system (or fire sprinkler monitoring system) will be a performance specification and deferred approval. Contractor will be responsible for complete shop drawing as required by authority having jurisdiction for separate approval/permit
- Excludes telephone system specification (switch, instruments, accessories, active electronics, etc.)
- Excludes active electronics for data distribution (routers, servers, etc.)
- If Client has system standards/specifications (cable types, preferred manufacturers, etc.) that need to be incorporated into construction documents, they will be furnished prior to the start of construction documents
- Excludes signal systems not specifically listed above, including, but not limited to, security, access control, public address, intercom, paging, etc.
- Excludes specification of customer-owned telephone cabling between buildings (terminations and fusing) beyond the telephone utility Minimum Point of Entry (MPOE)
- Excludes full coverage fire alarm and evacuation system

General scope of work includes:

- Site visit for field investigation to observe existing conditions during design (limited to one [1] site visit for approximately two [2] hours). Observation of existing conditions is limited to visual inspection only (i.e., no opening of pull box lids, no opening live panels, no removal of T-bar ceiling tiles, no removal of building construction, etc.). If Client or architect should desire field electrical staff for existing conditions investigation beyond that which can be observed visually, Thoma can provide those services upon request at time and materials rates published at the end of this proposal
- Electrical demolition information and/or demolition plan deemed necessary by Thoma
- Consultant coordination:
 - Drafting, assuming RRM provides Thoma with electronic drawing files that are satisfactory to Thoma's needs. To incorporate RRM's drawings more efficiently with Thoma's. The following is requested:
 - If RRM uses non-AutoCAD software, electronic files will be provided in .dxf format, not conversions to AutoCAD. Hardcopy of electronic files will be provided to ensure the accuracy



- If RRM uses AutoCAD software, drawings in AutoCAD 2018 (or earlier compatible versions) or prior .dwg file format will be provided. If RRM uses non-AutoCAD software, drawings will be provided in .dxf file format, not conversions to AutoCAD. Also, PDFs of files will be provided to ensure the accuracy
- Before sending drawings, RRM is requested to freeze or turn off layers not pertinent to the electrical consultant. It is also requested that all external reference files be verified, bound, or included in the submittal
- All line types and colors should be set 'By Layer'
- RRM is requested to use email, construction documents
- When drawing files are available by FTP, it is RRM's responsibility to alert Thoma of updates
- Electrical specifications (Standard AIA Format, 2004 Masterspec Division 26)
- Details for construction to assist the electrical contractor and as deemed necessary by Thoma

Exclusions:

- Construction administration (to be performed hourly as necessary)
- Commissioning of systems. Assumes a third-party (independent) commissioning agent will be retained
- Revising drawings to incorporate design changes proposed by "value engineering" (VE). VE revisions will be paid for as additional services and are subject to our approval prior to implementation
- Preparation of full electrical drawings in REVIT/BIM software (includes placing distribution equipment in model, if applicable, for coordination)
- Preparation of separate sets of construction documents
- Statement of Probable Construction cost
- Site visits/reports during construction (hourly as needed)
- Phasing of work
- LEED compliance documentation
- Coordination with electrical utility company and application for energy rebate programs
- Field monitoring with Recording Ammeter to determine existing load and capacities (by Client or additional services if required to justify new added load)
- Base plan revisions (other than minor changes resulting in consultant coordination) once authorized to proceed with construction documents and/or multiple base upgrades
- Printing and plotting costs other than those required for our internal use
- Site visits and travel expenses not included in this proposal
- Structural calculations for equipment attachments to structure, concrete equipment pads, pole bases for site-specific soil conditions, etc. (by others if required)
- Detailed cost comparisons between optional systems and/or systems life cycle cost analysis
- Preparation of as-built drawings from contractor's mark-up



- *Lighting acceptance testing (and completion of forms required by Title 24) for lighting and control systems. Acceptance requirements and forms will be included in the electrical specifications and will be the responsibility of the installing contractor*

Assumptions:

- *Two (2) sets of construction documents for permit/bid as outlined above*
- *All electrical installations will need to comply with current code requirements*
- *Electronic files and other prints will be provided to us as needed/requested*
- *Timely response from City, utility companies, consultants, vendors, and other suppliers of information required for electrical design. Thoma cannot be held responsible for delays based on lack of information required to be supplied by others*
- *Catalog cut sheets with detailed electrical information will be provided prior to the start of design for all equipment requiring connection by the electrical contractor*
- *Construction budget (overall and electrical/communications portion) will be available prior to the start of construction documents if design must meet a certain level of quality to stay within the budget*

Subtask E.01: Design Development – Electrical

Based on the base files provided by RRM Architecture, the consultant will develop plans for the project's general electrical systems. These plans will be used to coordinate with our consultants and prepare for the construction document phase.

Deliverables:

- *Attend up to one (1) design and coordination meeting*
- *Electrical design development drawing*
- *Coordinate the design with other disciplines*

Fixed Fee:

- *See fee summary (see footnote A)*

Subtask E.02: Construction Documents – Electrical

Based on the completed design development package and design team feedback, Thoma will provide electrical design service for the project as described above.

Deliverables:

- *Electrical construction documents as outlined above*

Fixed Fee:

- *See fee summary (see footnote A)*



Subtask E.03: Permitting Services – Electrical

Thoma will submit the 100% construction documents to RRM Architecture to incorporate them into the submittal package, which will be submitted to the City Building Department for plan check review at the end of the construction document task. The consultant will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modification to the documents may also occur as a result of RRM's in-house QA/QC process. The consultant will incorporate the City agency plan check and RRM in-house QA/QC into the 100% construction document set for the project bidding process.

Deliverables:

- *Respond to plan check comments from City*

Fixed Fee:

- *See fee summary (see footnote A)*

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Geotechnical engineering/current soils report/infiltration rates/pavement thickness recommendations
- Geotechnical plan review letter
- Recorded documents referenced on the title report that are limitations and exclusions to the property (e.g., public and private easements, covenants, conditions, and restrictions (CC&Rs), building limitations, etc.)
- Preliminary title report

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 that are inconsistent with prior approvals are subject to additional services 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-I.

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

- Agency fees
- Scope of work beyond those noted above
- CTCAC compliance documents
- Construction administrative support services
- Bidding and negotiation services



- Structural observation services
- SARA analysis pr consulting services
- Fire protection engineering services
- Fire alarm design, deferred submittal
- Book specifications
- Interior design services
- Truss design and calculations, deferred submittal
- Photovoltaic solar design plans and permit, deferred submittal
- Fire sprinkler plans and calculations, deferred submittal
- Acoustic analysis and engineering
- Geotechnical reports
- QSP/QSD – site is less than an acre; therefore, it is assumed no SWPPP is required
- Construction management and inspections
- Temporary shoring and/or supports to facilitate construction are assumed to be a means and methods of construction item provided by the contractor
- Site elements and structures not specifically noted above may be included as an additional service
- Non-conventional foundations (e.g., mat slab, piles) These may be included as an additional service
- Non-standard wood stringer residential stairs. Standard 2x or single-ply LVL stairs with multiple stringers are included. Non-conventional stairs (steel stairs, stairs with precast treads, glulam/timber stairs, etc.) are not included
- More than one structural plan check agency. Note that plan review by a single agency is included. However, plan reviews by multiple structural review agencies would be considered an additional service. This exclusion also applies to peer reviews
- Sound wall structural design around perimeter of site, currently not shown on the civil or site drawings
- Arboricultural services or tree protection plans of any kind
- Phased plan sets
- Public art detailing and coordination
- Determining capacity of existing utilities (irrigation, power, etc.)
- ALTA
- Traffic control plan – assumes the selected contractor will provide
- Utility analysis – is assumed there is adequate capacity to service this development



TASK AND FEE SUMMARY

| TASK | DESCRIPTION | FIXED FEE (see footnote A) | T&M NTE (see footnote B) |
|---|--|-------------------------------|-----------------------------|
| Task A: Architecture Services | | | |
| A.01 | Project Management, Meetings, and Coordination – Architecture | | \$ 15,000 |
| A.02 | Design Development (Building) - Architecture | \$ 32,000 | |
| A.03 | Construction Documents (Building) – Architecture | \$ 68,000 | |
| A.04 | Permitting Services (Building) – Architecture | \$ 9,900 | |
| A.05 | Design Development and Construction Documents (Site and Trash Enclosures) – Architecture | \$ 5,500 | |
| A.06 | Condition Compliance – Architecture | | \$ 6,500 |
| Task B: Land Use Planning Services | | | |
| B.01 | Condition Compliance – Architecture | | \$ 19,950 |
| Task C: Civil Engineering Services | | | |
| C.01 | Onsite Improvement Plan Package – Civil | \$ 19,000 | |
| C.02 | Offsite Arneill Road and Alley Imp. Plans – Civil | \$ 11,500 | |
| C.03 | Drainage Study – Hydrology and Hydraulics – Civil | \$ 8,000 | |
| C.04 | Stormwater Management Plans – Civil | \$ 5,500 | |
| C.05 | Operations and Maintenance Manual – Civil | \$ 3,000 | |
| C.06 | Engineer's Construction Cost Estimate – Civil | \$ 2,500 | |
| C.07 | Project Coordination – Civil | | \$ 2,500 |
| Task L: Landscape Architecture Services | | | |
| L.01 | On-Site Construction Documents – Landscape | \$ 15,000 | |
| L.02 | Meetings and Coordination – Landscape | \$ 2,500 | |
| L.03 | Off-Site Construction Documents – Landscape | \$ 4,700 | |
| Task ST: Structural Engineering Services | | | |
| ST.01 | Structural Engineering Construction Documents – Structural | \$ 17,000 | |
| ST.02 | Trash Enclosures and Trellises – Structural | \$ 3,500 | |
| ST.03 | Retaining/Site Walls – Structural | \$ 3,500 | |
| ST.04 | Permitting Services – Structural | \$ 3,000 | |



| TASK | DESCRIPTION | FIXED FEE (see footnote A) | T&M NTE (see footnote B) |
|---|---|-------------------------------|-----------------------------|
| Task S: Surveying Services | | | |
| S.01 | Preliminary Lot Line Adjustment Map for Merger - Survey | \$ 5,500 | |
| S.02 | LLA for Merger-Processing and Coordination – Survey | \$ 6,500 | |
| S.03 | Final LLA for Merger – Survey | \$ 5,500 | |
| S.04 | Record of Survey – Survey | \$ 12,500 | |
| S.05 | Legal Description and Plats – Survey | \$ 4,500 | |
| Task M: Mechanical and Plumbing Engineering Services | | | |
| M.01 | Design Development – Mechanical and Plumbing | \$ 3,850 | |
| M.02 | Construction Documents – Mechanical and Plumbing | \$ 8,250 | |
| M.03 | Permitting Services – Mechanical and Plumbing | \$ 1,650 | |
| Task E: Electrical Engineering Services | | | |
| E.01 | Design Development – Electrical | \$ 6,450 | |
| E.02 | Construction Documents – Electrical | \$ 12,155 | |
| E.03 | Permitting Services – Electrical | \$ 1,815 | |
| Summary of Fees: | | \$282,770 | \$43,950 |
| ESTIMATED PROJECT TOTAL: | | \$326,720 | |

Fee Footnotes

- A. 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.
- B. Estimated fees for tasks shown as “Time and Materials - Not to Exceed” (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client.

Reimbursable Expenses

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

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-I 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

Darin Cabral, RA
Senior Project Manager
CA License No. C36308

Scott Martin, AIA, LEED AP, CNU-A
Managing Partner
CA License No. C32348

Attachment: Schedule
Exhibit A-I

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

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date _____

Print Name, Title

Billing Email (Please identify the person's name and email address to receive electronic invoices.)

Billing Address (if different from mailing address)

Arneill Road Mixed-Use - Project Schedule - Draft

6/26/2024

| 6/26/2024 | | | | 2024 | | | | | | | | | | | | | | | | | | | | | | | | 2025 | | | | |
|---|--|--|--|------|--|--|--|------|--|--|--|--------|--|--|--|-----------|--|--|--|---------|--|--|--|----------|--|--|--|----------|--|--|--|---------|
| | | | | June | | | | July | | | | August | | | | September | | | | October | | | | November | | | | December | | | | January |
| DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS - BUILDING PLANS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Authorization to Proceed (Via Fully Executed Agreement) | | | | ● | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Program Verification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preparation of Design Development Package - Building Permit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Client review of Design Development Package - Building Permit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preparation of Constrcution Documents Package - Building Permit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Initial Submittal - Building Permit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Initial Plan Check by City (10 Bus Days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adressing Plan Check #1 Comments (3 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recheck of PC#1 By City and Prepation of PC#2 (5 Bus Days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adressing Plan Check #2 Comments, If required (2 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recheck of PC#2 By City, if required (5 Bus Days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approval of Building Permit, if PC#3 is not required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Initial Submittal - Grading Permit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Initial Plan Check by Public Works (3 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adressing Plan Check #1 Comments (3 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recheck of PC#1 By Public Works and Prepation of PC#2 (2 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adressing Plan Check #2 Comments, If required (2 wks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recheck of PC#2 By Public Works, if required (1 wk) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approval of Grading Permit, if PC#3 is not required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Client meetings | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

- ◆ Client Review
- Submittal/Deliverable Date
- ✦ City/Agency Action
- RRM Action
- Client Action
- City or Agency Review/Action

Notes:

1. City durations are projections from the City. Timing is dependent on the City.

2. This schedule is based on a July 1st authorization to proceed. This schedule will shift based on the actual date of the authorization to maintain the same projected timeframe.





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 I 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.

Notwithstanding any provision to the contrary, RRM Design 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 | \$ 81 - \$ 109 |
| Designer II | \$ 88 - \$ 130 |
| Designer III | \$ 105 - \$ 167 |
| Job Captain | \$ 105 - \$ 167 |
| Architect | \$ 111 - \$ 170 |
| Project Designer | \$ 123 - \$ 193 |
| Project Manager | \$ 128 - \$ 207 |
| Project Architect | \$ 123 - \$ 193 |
| Senior Designer | \$ 150 - \$ 242 |
| Senior Architect | \$ 150 - \$ 256 |
| Senior Project Manager | \$ 153 - \$ 263 |
| Associate Manager of Architecture | \$ 159 - \$ 245 |
| Design Director | \$ 179 - \$ 301 |
| Manager of Architecture | \$ 185 - \$ 301 |
| Director of Architecture | \$ 197 - \$ 322 |
| Principal | \$ 204 - \$ 368 |
| Managing Partner | \$ 220 - \$ 442 |

ENGINEERING**CIVIL ENGINEERING**

| | |
|---------------------------------|-----------------|
| Construction Inspector | \$ 100 - \$ 188 |
| Designer I | \$ 75 - \$ 105 |
| Designer II | \$ 85 - \$ 135 |
| Associate Engineer | \$ 126 - \$ 186 |
| Senior Associate Engineer | \$ 143 - \$ 232 |
| Engineer I | \$ 103 - \$ 155 |
| Engineer II | \$ 116 - \$ 182 |
| Project Engineer | \$ 139 - \$ 205 |
| Senior Project Engineer | \$ 156 - \$ 256 |
| Project Manager | \$ 172 - \$ 271 |
| Manager of Engineering Services | \$ 195 - \$ 309 |
| Principal | \$ 204 - \$ 368 |
| Managing Partner | \$ 220 - \$ 442 |

STRUCTURAL ENGINEERING

| | |
|---------------------------------|-----------------|
| Designer I | \$ 75 - \$ 120 |
| Designer II | \$ 87 - \$ 136 |
| Designer III | \$ 102 - \$ 150 |
| Senior Designer | \$ 122 - \$ 197 |
| Engineer I | \$ 99 - \$ 146 |
| Engineer II | \$ 117 - \$ 182 |
| Project Engineer | \$ 139 - \$ 205 |
| Senior Project Engineer | \$ 156 - \$ 255 |
| Project Manager | \$ 166 - \$ 263 |
| Manager of Engineering Services | \$ 189 - \$ 301 |
| Principal | \$ 204 - \$ 368 |
| Managing Partner | \$ 220 - \$ 442 |

SURVEYING (Crew Rates)**REGULAR**

| | |
|--|-----------------|
| One person w/ GPS or Robotic Workstation | \$ 170 - \$ 225 |
| Two person | \$ 230 - \$ 380 |
| Three person | \$ 310 - \$ 485 |

PREVAILING WAGE

| | |
|--|-----------------|
| One person w/ GPS or Robotic Workstation | \$ 260 - \$ 360 |
| Two person | \$ 325 - \$ 370 |
| Three person | \$ 410 - \$ 595 |

SURVEYING

| | |
|-------------------------|-----------------|
| Survey Technician I | \$ 75 - \$ 109 |
| Survey Technician II | \$ 87 - \$ 128 |
| Survey Technician III | \$ 99 - \$ 170 |
| Party Chief | \$ 103 - \$ 167 |
| Senior Party Chief | \$ 129 - \$ 201 |
| Land Surveyor | \$ 129 - \$ 189 |
| Senior Land Surveyor | \$ 152 - \$ 232 |
| Supervisor of Surveying | \$ 164 - \$ 240 |
| Manager of Surveying | \$ 175 - \$ 259 |

INTERIOR DESIGN

| | |
|--------------------------|-----------------|
| Designer I | \$ 72 - \$ 109 |
| Designer II | \$ 88 - \$ 133 |
| Interior Designer I | \$ 95 - \$ 140 |
| Interior Designer II | \$ 105 - \$ 168 |
| Interior Designer III | \$ 125 - \$ 189 |
| Senior Interior Designer | \$ 135 - \$ 210 |

LANDSCAPE ARCHITECTURE

| | |
|-----------------------------------|-----------------|
| Intern | \$ 54 - \$ 91 |
| Assistant Designer | \$ 81 - \$ 112 |
| Associate Designer | \$ 89 - \$ 137 |
| Designer | \$ 102 - \$ 150 |
| Senior Designer | \$ 116 - \$ 175 |
| Landscape Architect | \$ 105 - \$ 158 |
| Senior Landscape Architect | \$ 128 - \$ 188 |
| Principal Landscape Architect | \$ 153 - \$ 252 |
| Design Director (Landscape) | \$ 153 - \$ 256 |
| Manager of Landscape Architecture | \$ 162 - \$ 259 |
| Principal | \$ 204 - \$ 368 |
| Managing Partner | \$ 220 - \$ 442 |

PLANNING

| | |
|---|-----------------|
| Intern | \$ 54 - \$ 91 |
| GIS Specialist | \$ 80 - \$ 165 |
| Senior GIS Specialist | \$ 105 - \$ 200 |
| Assistant Planner | \$ 96 - \$ 139 |
| Associate Planner | \$ 114 - \$ 182 |
| Urban Designer | \$ 114 - \$ 182 |
| Senior Planner | \$ 145 - \$ 222 |
| Senior Urban Designer | \$ 145 - \$ 222 |
| Supervisor of Planning and Urban Design | \$ 152 - \$ 229 |
| Principal Planner | \$ 177 - \$ 270 |
| Manager of Planning | \$ 190 - \$ 284 |
| Principal | \$ 204 - \$ 368 |
| Managing Partner | \$ 220 - \$ 442 |

CORPORATE SERVICES

| | |
|--|-----------------|
| File Clerk/Administrative Support | \$ 60 - \$ 88 |
| Receptionist | \$ 60 - \$ 91 |
| Administrative Assistant | \$ 65 - \$ 105 |
| Administrative Coordinator | \$ 81 - \$ 140 |
| Office Coordinator | \$ 81 - \$ 140 |
| Office Manager | \$ 116 - \$ 175 |
| Marketing Assistant | \$ 60 - \$ 91 |
| Marketing Coordinator | \$ 75 - \$ 126 |
| Marketing Specialist | \$ 101 - \$ 168 |
| Senior Marketing Specialist | \$ 116 - \$ 203 |
| Business Development & Pursuits Supervisor | \$ 117 - \$ 210 |
| Marketing Manager | \$ 137 - \$ 256 |
| CEO | \$ 276 - \$ 546 |

| | |
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Document History



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Sent for signature to Greg Ramirez (gramirez@cityofcamarillo.org) and Kristy Buxkemper (kbuxkemper@cityofcamarillo.org) from jgutierrez@cityofcamarillo.org
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08 / 20 / 2024
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08 / 20 / 2024
20:05:28 UTC

Signed by Kristy Buxkemper (kbuxkemper@cityofcamarillo.org)
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COMPLETED

08 / 20 / 2024
20:05:28 UTC

The document has been completed.