

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
RRM DESIGN GROUP**

THIS AGREEMENT is made and entered into this ___ day of September, 2025 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and The RRM DESIGN GROUP, a CALIFORNIA corporation ("Consultant").

W I T N E S S E T H :

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain professional architectural and design services related to Fullerton's ADU program in conformance with state law as further defined in Exhibit "A".

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Services & Fees Schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Subject to the normal standard of care, Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A

2.2. Additional Services. Consultant may perform the additional services described in Exhibit "B" attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in **Exhibit A** unless the City or the Project Manager for this Project, prior to

Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for five (5) years from the effective date unless terminated as provided herein. Furthermore, services may be extended by two (2) additional one-year extensions at City's discretion.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance

A. **Commercial General Liability Insurance**. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. **Business Automobile Liability Insurance**. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. **Workers' Compensation and Employers' Liability Insurance**. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. **Professional Liability Insurance**. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

E. Employee/Officer Fidelity Bond. Consultant shall maintain a fidelity bond with a minimum limit of \$1,000,000, providing coverage for the acts of all employees, officers and directors of Consultant.

F. Cyber Liability Insurance. Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$500,000 per claim and \$500,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue for a period not to exceed 4 years. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of work.

D. Employee/Officer Fidelity Bond, City shall be named as third party beneficiary for losses arising from work done on behalf of City.

E. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

G. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RRM Design Group
3765 S Higuera St #102
San Luis Obispo, CA 93401
Attn: Randy Russom, AIA

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Taylor Samuelson

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, per California Civil Code 2882.8, Consultant, a Design Professional, agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of

Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27 Executive Order N-6-22. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by an government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

City Manager

Date: _____

CONSULTANT

Randy Russom, AIA, Principal

Date: _____

On File
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

EXHIBIT A

SERVICES & FEES

Proposal submitted on March 6, 2025

City of Fullerton

Pre-Approved Building Plans for Accessory Dwelling Units

RFP No. 2425-04





**Creating
Environments
People
Enjoy®**

March 6, 2025

*Jose Gonzalez
Purchasing Supervisor
City of Fullerton
303 W Commonwealth Ave
Fullerton, CA 92832*

*RRM Design Group
Headquarters*

*3765 South Higuera St.,
Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794
www.rrmdesign.com*

Re: Pre-Approved Building Plans for Accessory Dwelling Units

Dear Mr. Gonzalez,

RRM Design Group (RRM) is pleased to provide the following proposal for preparing prototype plans for your Pre-Approved Building Plans Accessory Dwelling Units (ADU) program. The City of Fullerton (City) intends to encourage pre-approved ADU production to meet local housing needs. This coincides with navigating an evolving housing policy landscape, such as the Housing Accountability Act, Senate Bill 35 Streamlining, the Housing Crisis Act (Senate Bill 330), and Assembly Bill 2162. The City recognizes that ADUs represent a substantial opportunity to realize its goals by providing diverse housing options to meet the needs of smaller households, young adults, seniors, persons with special needs, extended families, and lower-income households. In addition to the baseline prototype plans, we have provided a variety of scope options for you to consider when tailoring the project to best suit the needs of your community.

The Project Type and the Community:

For 50 years, as a multidisciplinary design firm, RRM's architects, planners, urban designers, landscape architects, civil and structural engineers, and surveyors have worked extensively with public and private sector housing clients. We know what is feasible and understand the realities that can stymie housing production. Our experience on both sides of the counter gives us unique insight into potential barriers to adopting and successfully executing a Pre-Approved ADU program that yield quality implementable housing. Leveraging our production housing experience, we generate cost-effective solutions while responding to the end user's desire for customization opportunities. RRM has planned and designed hundreds of affordable ADU, multifamily, and mixed-use housing units in California including over 30 Pre-Approved ADU programs for jurisdictions across the state. This unique combination allows us to create a permit-ready ADU program package that fits your community and has been truth-tested by architects and entitlement experts.

Listening and Love for Collaborating:

RRM listens and responds collaboratively, employing various professionals' skills and experience on each job to meet the assignment's demands. We are devoted to community-based planning that engages the public meaningfully and produces a vision that will be embraced. RRM is a team of skilled professionals and creative thinkers who plan and design for implementation with impeccable attention to detail—on time, on budget, and sensitive to political and social issues.

Passionate:

ADU prototypes, affordable housing, multifamily and mixed-use development, the development review process, and collaboration with City staff are the jobs that keep us inspired and excited. RRM enjoys helping craft permit-ready ADU program packages. We understand and are fulfilled by efforts to curb the housing crisis and maintain a community's integrity and character.



Creating
Environments
People
Enjoy®

We appreciate the opportunity to help you achieve your goals. If you need more information, please feel free to call me any time at (949) 361-7950. At RRM, this job matters! We are eager to solve your challenges and ask for your confidence in awarding us this project.

Best Regards,

RRM Design Group

A handwritten signature in black ink, appearing to read 'Randy Russom', followed by a horizontal line extending to the right.

Randy Russom, AIA

Principal and Authorized Signatory

Attestations: *RRM Design Group's proposal shall remain valid for a period of no less than 120 days from the date of submittal and all information provided is true and correct.*

RRM Design Group acknowledges receipt of addendum no. 1.

For this project, Carstairs Energy will be a our Title 24 Energy subsconsultant:

Timothy Carstairs, CEA, HERS, GPR

2238 Bayview Heights Drive, Los Osos CA 93402

(805) 904-9048 | timmycarstairs@yahoo.com

Proposal For Pre-Approved Building Plans for Accessory Dwelling Units

Table of Contents

Qualifications, Experience & References 9

Proposed Staffing and Qualifications 17

Detailed Work Plan 25

Fee Proposal 39

Required Forms..... 43

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About RRM Design Group:

3765 South Higuera St, Ste 102 • San Luis Obispo, CA 93401 • (805) 543-1794 • rrmdesign.com • A California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844

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Section One:

Qualifications, Experience & References

Proposal for
Pre-Approved Building Plans for Accessory Dwelling Units



Rendering:
City of Agoura Hills ADU Prototype



RRM Design Group

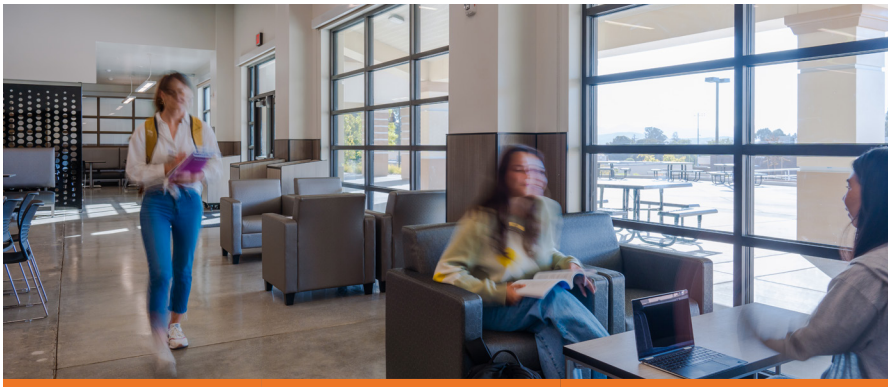
50 Years of Creating Environments People Enjoy

We love being a 100% employee-owned design firm, and we plan on doing this for the next 50 years

All of us at RRM thrive on our passion for crafting enjoyable environments, a commitment that has fueled our success for fifty years. From the inception of our journey to our current state of expansion, our team of architects, landscape architects, engineers, surveyors, and planners collaborates closely with clients to shape our communities. Whether the project is public or private, commercial or residential, we excel in attentive listening, thoughtful design, and timely, budget-conscious delivery—values we've upheld since our establishment in 1974.

We want to be known as friendly, helpful, and collaborative design professionals

We feel that this client quote sums up the experience of working with RRM: ***"RRM was equally attentive and responsive to issues both large and small, real and imagined. I was consistently impressed with their calm, informed manner and attention to details."***



We're doing
an incredible
amount of work:

2,300+

**RRM projects in
the last decade**

Our clients enjoy
the experience of
working with us:

8.5 NPS

**(Overall Net
Promoter Score)
well above AEC
industry average
of 7.2**

Our employees like their
careers at RRM:

**"Best Firm
to Work for"**

**2022, 2023, 2024
- Zweig Group**



RRM by the Numbers

7 RRM Offices

Our headquarters are located at:

*3765 South Higuera St., Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794*

*All offices: San Diego, San Juan
Capistrano, Ventura, Santa Barbara,
San Leandro, and Seattle*

200+ Employees in 6 Disciplines

- Architects
- Civil Engineers
- Landscape Architects
- Planners & Urban Designers
- Structural Engineers
- Surveyors

100% Employee- Owned Firm

*RRM Design Group is a California
corporation and a 100%
employee-owned company (ESOP),
incorporated November 26, 1974*

Skills, Ability, and Experience

RRM's multidisciplinary team of professionals have worked on a variety of ADU plans for government municipalities, counties, and departments and we would be pleased to partner with the City of Fullerton for the Permit-Ready Accessory Dwelling Unit Plans

RRM has worked with the following public agencies in developing ADU plans:

- City of Agoura Hills
- City of Carpinteria
- City of Claremont
- City of Coachella
- City of Concord
- City of Dublin
- City of Jurupa Valley
- County of Mono
- City of Newport Beach
- City of Porterville
- County of San Luis Obispo
- City of San Ramon
- County of Santa Cruz
- City of Stanford
- City of Walnut Creek
- City of San Marcos
- City of Escondido
- City of Culver City

The following link will direct you to RRM's ADU project experience examples (Construction Document Sets, Design Manuals, and Schematic Designs): <https://tinyurl.com/RRM-ADU-Prepared-Plans>

RRM proposes to work with the City to develop a series of pre-approved prescriptive ADUs for homeowners to streamline the processing of utilizing those plans for their unique and individual needs. RRM will work with City staff to refine the program and scope for the proposed ADUs to provide the best fit for the City. Discussions with staff and previous project experience suggest alternate or additional configurations that may better serve the community. RRM's work plan provides for possible alternatives which will be evaluated during the initial tasks of the project. RRM's community-based design will help assure that these plans have elevation options that allow for personal taste and are appropriate to the community's architectural vernacular.

RRM achieves a high project efficiency and coordination level due to the multidisciplinary service structure. We provide implementable solutions due to a single-line in-house responsibility that allows the project manager to coordinate most of the components of a project directly. While most of the primary scope will be provided in-house by RRM architecture, planning, and structural engineering, there will be times when outside consultants and City coordination will be required. RRM may need to coordinate and meet with City staff, various departments, and interest groups in addition to those specifically outlined in our scope.



Rendering: Newport Beach Permit-Ready ADU, Newport Beach, CA



Pictured: San Luis Obispo Ranch Specific Plan, San Luis Obispo, CA

*Not just a platitude:
RRM targets 20% of all
design staff to hold a
sustainable certification,
such as LEED. We are
currently at:*

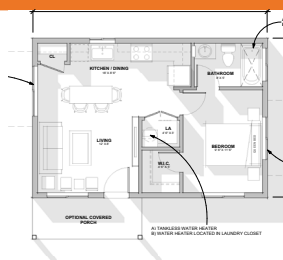
21.8%

Sustainability

RRM believes that environmental stewardship is critical to formulating standard ADU plans that will be widely used across the region, with a lasting impact on the city's growth pattern and housing affordability.

- In support of promoting sustainable design options, RRM is proposing to include alternative sustainable design specifications that end users may alternatively utilize when building their ADU. Areas of input are expected to include the following.
- We will select materials with a low carbon footprint and provide carbon data to highlight the difference between these materials and the industry average. Using the CLF benchmark, the embodied carbon benchmark study for North American Buildings, we can provide a list of materials that target a 30% embodied carbon improvement from the industry baseline.
- Providing carbon benchmark data enables homeowners, builders, and policymakers to quantify their project's environmental impact. With the list of recommended materials, homeowners can have the flexibility to choose cost-effective, environmentally responsible solutions.
- For example, the typical CLF benchmark for dimensional lumber is 100 kg CO₂e per meter cubed. This value can be reduced by as much as 37% to 63 kg CO₂e per meter cubed by simply selecting more responsibly sourced lumber. Over time, this can have a massive effect on the total carbon footprint of our community and allows homeowners to make a large impact on an individual basis.
- In addition to reducing the carbon footprint, we will select energy-efficient HVAC systems that reduce overall energy use. We will also provide recommendations for smart electrical systems to help reduce the electrical load when the space is not occupied.
- Lastly, we will offer site orientation recommendations for building and window placement to encourage passive design when possible. An example of this includes offering guidelines for window awning size based on solar orientation to minimize heat gain in the summer and maximize daylight.

RRM holds sustainable design as a key value and sees a pre-approved ADU program as a perfect venue to bring these options to the public at a minimal cost impact.



Laguna Niguel Pre-Approved ADU (PAADU) Program

RRM Design Group was retained by the City of Laguna Niguel to develop their Pre-Approved ADU (PAADU) Program. The City will launch the program in mid 2025, to help meet the housing needs of its increasing population, by providing residents with a streamlined process to develop an ADU on their property. Our team has developed a range of three ADU plan options that include a variety of sizes and configurations, including a 350 SF studio, a 532 SF one-bedroom/one bath, and a 757 SF two bedroom/one bath. The designs were provided in a variety of styles for fit the City's common vernacular. RRM provided exterior design options for each plan in a California Ranch, Modern Farmhouse, and Mediterranean style.

RRM Design Group is currently developing public informational documents to assist in the implementation of the pre-approved ADU program. The public information documents include handouts, factsheets, and worksheets for staff to make available at their counter and online. Additionally, RRM is developing objective design standards to guide future ADU approval processes.

Client

City of Laguna Niguel
27781 La Paz Road
Laguna Niguel, CA 92677

The RRM Teams Involved

- Architecture
- Structural Engineering
- Planning & Urban Design

Project Timeline

2023-present

Reference

Daniel Kesicbasian Associate Planner
P (949) 362-4396
dkesicbasian@cityoflagunaniguel.org



Newport Beach Permit-Ready Accessory Dwelling Unit (ADU) Plans & Public Outreach Improvement

RRM Design Group was retained to prepare complete building plans for ADUs. The City of Newport Beach intends to purchase the completed building



plans and make them available to the public, free of charge, as an incentive to promote the construction of ADU housing that is more affordable, by design, due to the size of the units and preparation of pre-approved building plans. RRM is also preparing and helping to launch a public outreach campaign

to inform property owners and the development community of the benefits of ADUs, promote City incentives, such as permit fee waiver program and permit-ready plans, and streamline the development process.

Client & Location

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

The RRM Teams Involved

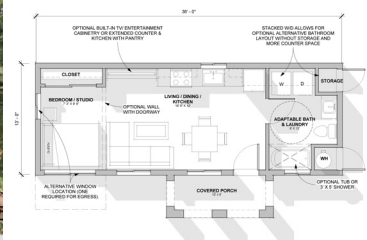
- Architecture
- Planning & Urban Design
- Structural Engineering

Project Timeline

2021-2023

Reference

Jaime Murillo, Senior Planner
P (949) 644-3209
jmurillo@newportbeachca.gov



Client & Location

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

The RRM Teams Involved

- Architecture
- Structural Engineering

Project Timeline

2022-2024

Reference

Dom Camps, Associate Planner
P (760) 770-0380
dcamps@cathedralcity.gov

Cathedral City Pre-Approved ADU Program

RRM Design Group is collaborating with Cathedral City to develop a comprehensive Pre-Approved Accessory Dwelling Unit (ADU) Program. This initiative includes the creation of pre-approved ADU plan sets and public informational materials, aimed at simplifying the process for homeowners to construct ADUs. The program offers a range of customizable plan options and style variations to meet the city's needs. Additional services, such as educational materials, handouts, and public outreach, are available to enhance community engagement and understanding of the program. RRM highlighted the importance of promptly initiating the contract process to avoid delays. This program reflects Cathedral City's commitment to increasing housing options and providing accessible tools for residents to develop ADUs efficiently.



Section Two:

Proposed Staffing and Organization

Proposal for
Pre-Approved Building Plans for Accessory Dwelling Units



Rendering:
Santa Cruz County ADU Pre-Approved
Building Plan Options

Assembling Our Team

As project manager, Randy's primary responsibility is delivering the project to you on time and on budget. Working in cooperative partnership with City staff, RRM's project manager will serve as an extension of staff to successfully coordinate the design and create plans for the ADU process. He is responsible for coordinating with all technical design team members to harness the team's horsepower to successfully develop the full potential of the project work products. Randy's responsibilities include the following:

- Project Point of Contact
- Client Coordination and Reporting
- Contract Administration
- Schedule Development and Management
- Budget Supervision
- Quality Control and Assurance
- Resource Allocation
- Staff Forecasting

Randy has selected the following team to join him in supporting the City of Fullerton's needs and these key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City.

City of Fullerton

RRM Design Group



Randy Russom, AIA, ASID
**Principal-in-Charge +
Project Manager**
Primary Point of Contact



Kristine Ferreira, NCARB
Project Architect
Architecture



Jessica Meadows, SE, PE
Structural Engineer
Engineering



Elizabeth Ocampo Vivero
Principal Planner
Planning

Subconsultants



Carstairs Energy
Title 24 Energy Compliance
Timothy Carstairs, CEA, HERS, GPR



Randy Russom | AIA, ASID

Project Role: Principal-in-Charge + Project Manager



**Creating
Environments
People
Enjoy®**

Principal with 36 years of experience

Education

- *Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo, CA*

Licenses and more

- *Architect, CA, C24410*
- *American Institute of Architects
(AIA), San Luis Obispo Chapter,
Board Member (2013-present)*
- *American Society of Interior
Designers (ASID)*

12 years with RRM Design Group

- *San Luis Obispo office location*
- *65% commitment level*

As an engineering major with an early love of creation and a family of artists, a career in architecture was inevitable for Randy. Now, with over three decades of experience as an architect, Randy is an expert in construction management, hospitality projects, and custom residential work. As the former planning commissioner for the City of Arroyo Grande and a current member of the Board of Directors for the San Luis Obispo Chapter of the American Institute of Architects, Randy brings a collaborative approach to his work, aiming to utilize all the creative intellect his team encompasses. His work with RRM yields award-winning results that satisfy the needs of his clients, his team, and the community.

Featured project experience

- Agoura Hills Pre-Approved Building Plans for Accessory Dwelling Units
- Claremont Accessory Dwelling Unit Standard Design Plans
- Concord Accessory Dwelling Units Standard Drawings Development
- Culver City Accessory Dwelling Units Prototypes
- Dublin Citywide Multifamily Design Standards
- Dublin Objective Design Standards and Accessory Dwelling Unit Prototypes
- El Monte On-Call Architectural and Landscape Review
- Fixlini Street Accessory Dwelling Unit, San Luis Obispo
- Laguna Niguel On-Call Architectural Peer Review Services
- Madonna Road Accessory Dwelling Unit, San Luis Obispo
- Mission Cove Mixed-Use Development with Affordable Housing, Oceanside
- Mono County Accessory Dwelling Unit Design
- Newport Beach Permit Ready Accessory Dwelling Unit Plan and Public Outreach Improvement Services
- Porterville Accessory and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved Accessory Dwelling Unit Plans
- San Ramon Pre-Approved Accessory Dwelling Unit Program
- Santa Cruz County Accessory Dwelling Unit Pre Approved Building Plan Options
- Serra Meadows Housing Development with Accessory Dwelling Units, San Luis Obispo
- Walnut Creek Accessory Dwelling Unit Acceleration
- West Creek Residential Subdivision (Multifamily & Accessory Dwelling Units)



Kristine Ferreira | NCARB

Project Role: Project Architect

With nearly a decade of architectural experience, Kristine Ferreira brings a far-ranging skillset to RRM's Architecture Department. As project manager, Kristine leads her team from start to finish on projects; from commercial and restaurant sites to multi-family housing developments. Beyond her technical expertise, Kristine's clear and effective communication helps guide clients' visions into reality. She works with her team from concept to completion to ensure that clients' needs are met and the design is executed with precision. Overall, Kristine's thoughtful approach translates into intentional and meaningful design for both the client and community.



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People
Enjoy®

Project Manager with 11 years of experience

Education

- *Bachelor of Architecture, Woodbury University, San Diego, CA*

Licenses and more

- *Architect, CA, C38017*
- *National Council of Architectural Registration Boards (NCARB) certified*

4 years with RRM Design Group

- *San Juan Capistrano office location*
- *80% commitment level*

Featured project experience

- 1101 and 1103 Bailard Avenue Multifamily Housing Entitlement Services, Carpinteria
- Concord Accessory Dwelling Units Standard Drawings Development
- Dublin Citywide Multifamily Design Standards
- Laguna Niguel On-Call Architectural Peer Review Services
- Mono County Accessory Dwelling Unit Design
- Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved Accessory Dwelling Unit Plans
- San Ramon Pre-Approved Accessory Dwelling Unit Program
- Santa Cruz County Accessory Dwelling Unit Pre-Approved Building Plan Options
- Temple City Objective Design Standards



Jessica Meadows | SE, PE

Project Role: Structural Engineer



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Project Manager with 14 years of experience

Education

- *Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA*

Licenses and more

- *Structural Engineer, CA, S6488*
- *Civil Engineer, CA, C81987*

5 years with RRM Design Group

- *San Luis Obispo office location*
- *25% commitment level*

A passionate structural engineer and project manager at RRM Design Group, Jessica Meadows brings over a decade of experience to each project she works on. As project manager, Jessica oversees the design and construction on a multitude of educational facilities. From new campus and building modernization to seismic rehabilitation and accessory structures, her projects range in size and type. Dedicated to sharing her passion for structural engineering, Jessica serves as a mentor and teacher to young professionals and students at Cal Poly SLO. An active professional and community leader, Jessica brings her wealth of experience to RRM Design Group and beyond.

Featured project experience

- 1011 Joseph Court Accessory Dwelling Unit, Nipomo
- 102 South Voluntario Accessory Dwelling Unit, Santa Barbara
- 1138 Madonna Road Accessory Dwelling Unit, San Luis Obispo
- 1728 Lima Drive Residential Accessory Dwelling Unit, San Luis Obispo
- 21712 Lane Street Accessory Dwelling Unit, Perris
- 2418 Calle Real Accessory Dwelling Unit Construction Documents, Santa Barbara
- 2995 Beachcomber Drive Remodel and Accessory Dwelling Unit, Morro Bay
- 5700 Portola Road Accessory Dwelling Unit, Atascadero
- 712 Anapamu Street Accessory Dwelling Unit, Santa Barbara
- Agoura Hills Pre-Approved Building Plans for Accessory Dwelling Units
- Centennial Square Affordable Housing, Santa Maria
- Concord Accessory Dwelling Units Standard Drawings Development
- Dublin Citywide Multifamily Design Standards
- Dublin Prototype Accessory Dwelling Unit Code Updates
- Hawthorne Zoning Code Amendments
- Laguna Niguel On-Call Architectural Peer Review Services
- Mission Street Studios Accessory Dwelling Unit, Santa Barbara
- Mono County Accessory Dwelling Unit Design
- Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved Accessory Dwelling Unit Plans
- San Ramon Pre-Approved Accessory Dwelling Unit Program
- Santa Cruz County Accessory Dwelling Unit Pre-Approved Building Plan Options
- Thousand Oaks Civic Center Master Plan Feasibility Study
- Walnut Creek Accessory Dwelling Unit Acceleration



Elizabeth Ocampo Vivero

Project Role: Principal Planner/Planning Advisor



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People
Enjoy®

Principal Planner with 13 years of experience

Education

- *Master of City Planning, San Diego State University*
- *Bachelor of Science, Architecture, Universidad Autónoma de Baja California*

Licenses and more

- *American Planning Association (APA), Member*
- *San Diego American Planning Association (SDAPA), Board Member, Awards Chair*
- *Bilingual (English- Spanish)*

12 years with RRM Design Group

- *San Diego office location*
- *25% commitment level*

Elizabeth Ocampo Vivero is a passionate urban planner and native Spanish speaker with extensive experience in community planning, land use planning, and urban design. She has extensive experience in community outreach, and project management of multi-disciplinary projects. Elizabeth often works in collaboration with our landscape architecture, architecture, and civil engineering teams, to ensure project designs enhance the communities where they are proposed. Elizabeth's experience includes seven years at the City of San Diego Planning Department, where she participated in the preparation of multiple community plans and grant funded efforts. She is skilled in preparing and conducting engaging community outreach strategies, and her bilingual background allows her to effectively communicate with Spanish speaking community members as part of the process.

Featured project experience

- Agoura Village Specific Plan, Agoura Hills
- Avalon Mode Shift Feasibility Study*
- Barrio Logan Community Plan Update - Spanish Translation/ Peer Review Services, San Diego*
- Claremont Mesa Community Plan, San Diego*
- Culver City Accessory Dwelling Unit Prototypes/ Handbook
- Dana Point General Plan Outreach
- Escondido Accessory Dwelling Unit Prototypes/Handbook
- El Segundo Downtown Specific Plan Update
- Fiske Family Property Accessory Dwelling Unit/Site Improvements
- Goleta Objective Design Standards for Multiple Dwelling and Mixed-Use Developments
- Jurupa Valley Accessory Dwelling Unit Prototypes/Handbook
- La Jolla Streetscape Improvement Plan, San Diego*
- Long Beach Accessory Dwelling Unit and SB9 Ordinances
- Mariners' Cove Redevelopment Project, San Diego*
- Midway - Pacific Highway Community Plan, San Diego*
- Mission Boulevard Public Spaces/Active Transportation, San Diego*
- North Park Community Plan, San Diego*
- Old Town San Diego Community Plan, San Diego*
- Rams Hill Specific Plan Amendment, Borrego Springs*
- Santee Town Center Specific Plan/Arts & Entertainment District
- San Luis Obispo County Pre-Approved Accessory Dwelling Unit Plans
- The Crossings at Rancho Del Oro Transit Station, Oceanside*

**Projects performed prior to joining RRM Design Group*



Timothy Carstairs | CEA, HERS, GPR

Project Role: Title 24 Energy Compliance



Project Manager with 14 years of experience

Education

- *Bachelor of Science, Accounting*
University of Phoenix, Phoenix, AZ

Licenses and more

- *Cabec Certified Energy Analyst*
- *CalCerts Certified HERS I and HERS II Rater*
- *Licensed HVAC Contractor (CSLB#926170)*
- *Certified Green Point Rater (Build It Green)*
- *Real Estate Broker (BRE #01855310)*

Timothy is the owner of Carstairs Energy, Inc., a full-service energy consulting company based in San Luis Obispo. Carstairs Energy prepares energy compliance reports and works with building departments, architects, engineers, and homeowners to ensure compliance for each project. Timothy Carstairs is a Cabec Certified Energy Analyst and a licensed HERS Rater through CalCerts. He started Carstairs Energy in 2005 and was one of the first title 24 companies to offer services online. Carstairs Energy not only provides Title 24 Residential and Commercial Energy compliance, but they also provide HVAC Design Services including ACCA Manual J, D, S, and Solar Design services throughout California as well as HERS Testing and Green Point Rating local to the San Luis Obispo area.

Featured project experience

- Agoura Hills Pre-Approved Building Plans
- Carpinteria Downtown Overlay Program Accessory Dwelling Unit Prototypes
- Claremont Accessory Dwelling Unit
- Culver City Accessory Dwelling Unit Prototypes
- Escondido Pre-Approved Accessory Dwelling Unit Program
- McCarthy Homes Purisima Hills, Coastal Collection, Lompoc
- Mono County Accessory Dwelling Unit Code Updates/Design
- Newport Beach Permit Ready Accessory Dwelling Unit Plan and Public Outreach Improvement Services
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved Accessory Dwelling Unit Plans
- Santa Cruz County Accessory Dwelling Unit Pre-Approved Building Plans
- Walnut Creek Accessory Dwelling Unit Acceleration



Section Three:

Detailed Work Plan

Proposal for
Pre-Approved Building Plans for Accessory Dwelling Units



Rendering:
*Pleasant Hill Accessory Dwelling Unit (ADU)
Program*

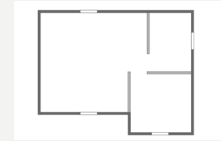
TYPES OF ADUS

- A Detached ADUs:**
New, free-standing buildings that are unattached to a proposed or existing primary home, with full amenities for the resident
- B Attached ADUs:**
New construction units that share at least one wall with an existing home

- C Conversion ADUs (Detached):**
Converted part or whole existing residential structure or converted accessory structure, such as a freestanding garage, pool house, or shed
- D Conversion ADUs (Attached):**
Converted part of an existing primary home – often a garage or attic
- E Junior ADUs (JADUs):**
A specific type of conversion ADU that converts no more than 500 square feet within a single-family home



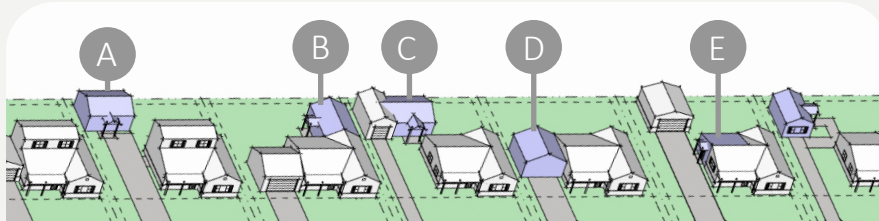
STUDIO



1 BEDROOM



2 BEDROOM



ADUs come in a variety of sizes and floor plans depending on your needs.

Graphic: City of Walnut Creek Accessory Dwelling Unit (ADU) Handbook, Walnut Creek, CA

Approach and Methodology

RRM understands the City is looking to develop a series of permit-ready housing units and allow homeowners to streamline the process of using those plans for their unique and individual needs. We are committed to this goal and recognize that the City aims to maximize the number of plans and options achievable from local funding. RRM's long history in production housing allows us to develop plans with various options, making a single plan far more customizable and functional in multiple situations. RRM will provide for the following designs to be refined during the initial due diligence portion of the design process:

- One (1) approximately 450 sf, free-standing studio ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot. Note: this replaces the attached unit noted in Section II.2.a.
- One (1) approximately 800 sf, one-bedroom ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot .
- One (1) approximately 1000 sf, free-standing two or three bedroom ADU in compliance with California Residential code, not exceeding 16 feet in height and designed to conform to a typical flat lot.

Further review and refinement through the initial due diligence programming phase may alter the final unit makeup. Each plan type will be designed to adapt to and include three alternate elevation styles to conform to the City's identified architectural styles: Craftsman, Spanish Revival, Mission, and Ranch. Style options include alternative roof forms, materials, colors, accents, and ornamentation. Each plan type is to be provided with reverse floor plans. At least one of the proposed designs will give an option for a universal design, providing accessibility to all components and ensuring that all community members are considered.

All unit elevations shall be customizable to allow for variations in exterior materials as well as door and window fenestration to express individual owner's tastes and respect community character. All designs shall fully comply with all of the City's applicable construction codes as defined in City of Fullerton Municipal Code Title 14: Buildings and Construction, including the California Building Code, California Residential Code, California Code of Regulations, California Mechanical Code, California Electrical Code, California Plumbing Code, California Energy Code, California Green Building Code, and California Fire Code.

RRM envisions this project as a four-phase project which begins with programming. As with any public project, the City is responsible to its citizens to spend money wisely and effectively. This is the problem that an initial due diligence or programming phase can address. We are looking to identify the greatest opportunity to impact housing stock through a pre-approved ADU program for this project. Starting with the kickoff meeting, the City will be a partner in formulating the best solution to address the goals unique to your area. The success of this program will not come from the plan set product but will be founded on crafting context-appropriate designs and then facilitating implementation. RRM's community-based design will help ensure that these plans have elevation options that allow for personal taste and are appropriate to the community's identified architectural vernacular. Identifying the correct designs for the City will come through RRM's collaboration with City staff. Coupled with an inventory of appropriate prevalent styles in the community, these outcomes will inform the second phase's building block: design. We understand that residential design can be one of the purest manifestations of community character; many people are passionate about homes. This is where our collaborative approach to design results in successful outcomes. Building from RRM's production housing experience, we will develop designs with options to help provide the greatest variety of plans founded on the base project program. RRM will collaborate with the staff and building departments in the early phase to create efficient, implementable designs that fit the pre-approval process' goals.

RRM will work with City staff and building officials to generate complete permit-ready plan prototypes, providing a wide variety of options for each homeowner to implement on their unique site. Before implementation, we see the permit-ready ADU plan preparation as the phase where our multidisciplinary practice provides the most significant impact. In-house structural engineering allows us to focus on design development with an eye toward efficient, low-cost construction, which will be of fundamental value to the end user. RRM has extensive experience in affordable and production housing, which helps us focus on efficient, implementable solutions.

This leads us to the final component of the project: implementation. Getting the plans off the shelf and into the community is truly the end goal for a project like this. RRM's experience on both sides of the counter will provide a solid basis for presenting information and how that information is perceived and used by private citizens.

We embrace a collaborative approach to the design process. RRM is looking forward to working with staff to define and develop this process so that by the time the plans are ready for the public, all parties should know what to expect.



Rendering: City of Aguora Hills Spanish Style ADU Prototype

Scope of Services

Establish a Strong Foundation

In this project's initial phase, the team will engage in a due diligence process designed to inform the team and key City staff on the primary issues to be addressed and gather and review relevant data and background information.

Task A.1: Kickoff Meeting

Following the review of existing data, the project team will meet with City staff to establish a mutual understanding of the key issues, further define the scope, project schedule, expectations, layout of significant project milestones, meeting times, deliverable targets, and review pertinent data. The meeting is assumed to be virtual.

Deliverables:

- *One (1) meeting with City staff*

Task A.2: Data Gathering and Document Research

As a first step in the process, the team will collect and review all data relevant from design guidelines, the general plan, the development code, specific plans, the local jurisdiction's unique requirements, and other planning efforts that have a bearing on the community's ADU development efforts. RRM will work with staff to compile a preliminary survey of existing City lots to identify the typical prevalent sizes and configurations. Next, RRM, in coordination with City staff, will review identified opportunities for implementation to further inform the final design solutions. Finally, RRM will prepare a program memo to document the project goals and alternatives the City wishes to achieve with the final designs.

Deliverables:

- *ADU due diligence memorandum*
- *One (1) meeting with City staff*

ADU Design

The baseline generic prototypes, which could be utilized as ADUs or standalone single-family dwellings designed to fit on generic flat lots, include the following:

- One (1) approximately 450 sf, free-standing studio ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot. Note: this replaces the attached unit noted in Section II.2.a.
- One (1) approximately 800 sf, one-bedroom ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot .
- One (1) approximately 1000 sf, free-standing two or three bedroom ADU in compliance with California Residential code, not exceeding 16 feet in height and designed to conform to a typical flat lot.

Each plan type will be designed to adapt to and include three alternate elevation styles to conform to the City's identified architectural styles: Craftsman, Spanish Revival, Mission, and Ranch. The style options will be expressed through material, colors, accents, and detailing with a minimum of structural differentiation. The final permit documents will provide each plan type with reverse floor plans.

Each of the three base plans may be provided with design options, including ADA adaptable and fully accessible options, storage options, additional bedroom or flex space options, and multiple entry locations to allow personalization and site flexibility. This approach allows for the base plans to serve as many times as the number of designs.

At least one plan will provide for a universal design and an ADA-compliant accessible plan, including a step-free entrance and sufficient maneuverable space for a wheelchair in the bedroom, kitchen, living room, and bathroom. The doorways would be 32 inches at minimum.

All designs shall fully comply with all of the City's applicable construction codes as defined in City of Fullerton Municipal Code Title 14: Buildings and Construction, including the California Building Code, California Residential Code, California Code of Regulations, California Mechanical Code, California Electrical Code, California Plumbing Code, California Energy Code, California Green Building Code, and California Fire Code.

Task A.3: Conceptual ADU Plan Development

RRM will compile the relevant data and goals from the research and City meetings to establish a straightforward program with identified constraints and opportunities. This program will be used as the basis for the preliminary design. Based on the initial description, RRM will provide design concept options for the final plan direction through staff review.

Deliverables:

- *PDF format submittal*
- *One (1) meeting with the City staff; a preliminary plan option review*
- *Preliminary site/floor plans for three (3) unit prototypes*

Schedule:

- *Three (3) weeks included staff review meetings*

Meeting:

- *One (1) concept design review meeting*

Task A.4: Preliminary (30%) ADU Design

RRM recognizes that residential design can be one of the purest manifestations of community character, and many people are passionate about homes. Therefore, RRM encourages a collaborative approach to working with staff to deliver designs that respond to the community's unique character. Following the initial staff collaboration in Task A.3 above, RRM will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. We will review the designs with staff for comment and approval at approximately the 30% completion stage. The designs will include typical front elevation style options. Plans will be based on generic sites as directed by staff.

Deliverables:

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

Schedule:

- *Four (4) weeks included staff review meetings*

Meeting:

- *One (1) preliminary design (30% set) review meeting prior to the development of the final schematic design package for review and approval to proceed*

Task A.5: Schematic (65%) ADU Design

Based on staff feedback on the preliminary design, RRM will refine the schematic design to an approximately 65% completion level for review by staff and any public outreach efforts. The submittal will be architecture-specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. It is assumed that City staff will coordinate all submittals, applications, and notices associated with any public hearings if desired. Attendance and presentation at Planning Commission (PC), and City Council (CC) for any public outreach or hearings are addressed in Task A.6.

Deliverables:

- *PDF format 65% plan set*
- *Floor plans for three (3) ADU prototypes with design options*
- *Sections for three (3) ADU prototypes*
- *Elevations for three (3) ADU prototypes; four (4) sides for each unit*
- *Three (3) style options of the front elevations of each of the three (3) ADU base unit prototypes*
- *Color and material boards: one (1) for each elevation style as printed images*
- *Nine (9) three-dimensional color-rendered front views suitable for publication*

Schedule:

- *Four (4) weeks included staff review meetings*

Meeting:

- *One (1) staff review meetings*

Task A.6: Public Meetings

As part of the review process, the City has indicated up to two public reviews for outreach, PC, or CC. The State of California has exempted ADUs from a design review or entitlement process, so we perceive this as a potentially optional task. RRM will provide support for staff review and presentation at public hearings as desired. It is anticipated City staff will provide all needed applications and public noticing if required and work as the applicant for the review process. RRM will attend and present at all public hearings and provide plan revisions and coordination as applicable.

Deliverables:

- *Up to two (2) public presentations*
- *Submittal documents and revisions to include:*
- *PDF format 65% plan set*
- *Floor plans for three (3) ADU prototypes with design options*
- *Sections for three (3) ADU prototypes*
- *Elevations for three (3) ADU prototypes; four (4) sides for each unit*
- *Three (3) style options of the front elevations of each of the three (3) ADU base unit prototypes*
- *Color and material boards: one (1) for each elevation style as printed images*
- *Nine (9) three-dimensional color-rendered front views suitable for publication*

Meeting:

- *Two (2) public hearings*

ADU Construction Documents

Task A.7: Document Preparation and Plan Review

Our experience providing simple, cost-effective designs and plans complying with California Residential Code conventional construction requirements provides a strong base for further modification. A fully construction-ready plan of conditions meets code requirements. All unit elevations are customizable to allow for variations in exterior materials and door and window fenestration to express individual owners' tastes and community character. This will be achieved by stating the minimum shear wall panel requirements for each exterior wall. Most interior walls will not be used for bearing, allowing further flexibility for the end user. For construction cost, speed, and simplicity, designs are anticipated to utilize truss roof framing.

Our goal would be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable, affordable housing solution. This detailed review is typically only achievable with an in-house structural design team where all parties share a mutual goal.

Title 24 energy compliance will be worst case orientation, allowing full implementation across sites. No mechanical and electrical engineering design is anticipated beyond typical line diagrams. Again, design efficiency will be a key parameter for mechanical and electrical design. RRM is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal.

RRM anticipates a single City-coordinated review for all departments. The City will be responsible for coordinating plan reviews.

As part of the construction document scope, an ADU application submission template will be developed to allow individual lot-specific submissions and alternate design submissions. The submission template will be developed to be submitted using the City's standard submittal process.

Plans to be produced according to the following criteria:

- All designs shall fully comply with the 2022 California Residential Code, California Code of Regulations, Title 24, and Part 2.5
- All designs shall comply with the 2022 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC
- Minimum Energy Compliance Design Criteria: State Title 24 Energy Compliance documentation in all four primary orientations (north-, south-, east-, and west-facing)
- Climate Zone: 8
- Exterior Wall Insulation: R-15
- Attic Insulation: R-30
- Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (cooling)

NOTE: Due to project timing, 2025 codes may be the preferred choice.

Foundation Design Criteria:

- The foundation design is generally site-specific, although the building code does allow for code minimums and the waiving of site-specific soils geotechnical investigations. The foundation design is provided for building sites that do not exceed a slope of one vertical to three horizontal units
- The design does not assume unstable soil or expansive clay soil:
 - Soil Bearing Pressure: 1,000 PSF (without Geotechnical Report)
 - Lateral Bearing Pressure: 100 PCF
 - Foundation Depth Below Ground Surface: 18 inches minimum
 - Slab On Grade Foundation system

Front porch options shall be provided on at least one elevation style of each plan type. Porch detailing shall include at a minimum:

- Ledger and attachment details
- Porch framing member size, spacing and connection details
- Column size and isolated footing design, including connection details
- Any soffit and finish trim details required to fulfill the design intent

Fire Resistive Construction Details:

- The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation
- Therefore, for each of the proposed plan elevations, the rear and side elevations will be designed with options to comply with CRC Table R332.1 (1) Fire Resistance Protection/Rating of exterior Wall elements
- High-severity fire zone details, including:
 - One- (1-) hour fire-rated wall construction detail for each architectural style that would comply with ASTM e119 or ul 263 testing
 - One- (1-) hour fire-rated projection details on the underside of the projection for each architectural plan style and assume a two-foot minimum fire separation distance
 - Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
 - Specifications and details of roofing material and roof sheathing that would comply with a two- (2-) foot minimum fire separation distance

Deliverables:

Each of the three (3) plan sets will include:

- *PDF format plan set*
- *Jurisdictional-specific cover sheet*
- *Generic site plan with fillable information; no grading, stormwater, or utilities information five (5) feet beyond unit*
- *Floor plan*
- *Reverse floor plan*
- *Foundation plans – slab on grade only*
- *Floor framing plans – optional task for raised floor design*
- *Roof plan*
- *Roof framing plan*
- *Sections; as necessary, maximum of two (2) per unit*
- *External elevations; one (1) front, two (2) sides, and one (1) rear as plan typical elevations*
- *Front exterior elevation options; two (2) optional front elevations per plan, with associated details*
- *Renderings of exterior; one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files*
- *Recommended exterior materials*
- *Architectural and structural details*
- *Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical*
- *T24 Energy calculations (compliant for worst case orientations)*
- *No fire sprinklers plans are to be provided other than designating the requirement for fire sprinklers as applicable*
- *CALGreen (Title 24/Part 11) requirements sheet*
- *One (1) plan review cycle is anticipated*

Final Delivery Documents:

- 24 x 36 PDF file
- 11 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication
- Schedule: Eight (8) weeks of production time till initial submittal

Meeting:

- One (1) pre-submittal 90% set review meeting

Task A.8: Framed Raised Floor and Stem Wall (Optional)

Should the County elect to provide a raised framed floor and stem wall foundation option as part of the pre-approved ADU plan sets to address flood zones area, this task can be engaged in designing and detailing the floor and foundation system. The design will be based on the foundation design values in Chapter 18 of the 2022 CBC

Deliverables:

- One (1) meeting with City staff (virtual) prior to commencement
- Four (4) updated plan sets

Manage The Project

Task A.9: Project Management/Coordination

The foundation of RRM's practice relies on expert and proactive project management. Successfully accomplishing each unique assignment within the needed timeframe and allocated budget is essential. RRM focuses on capturing a clear direction on final deliverables and end products at the beginning of a project, establishing a shared understanding of the project with the City and all team members. This provides an essential project "road map," RRM develops a critical path schedule, monitoring and updating it regularly throughout the process.

We regularly provide status reports of project progress and coordinate closely with the City's project manager and key consultant team members. RRM views close project team collaboration as a key mechanism to ensure issues are well-vetted and fully addressed because better projects result from multiple perspectives. In addition, all product deliverables are reviewed internally for quality control purposes before the City submittal.

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

In addition, the performance of project managers is evaluated in several ways:

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

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

Deliverables:

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

Optional Public Outreach Task

RRM may support City staff with the preparation of documents and/or graphics to further support awareness about ADUs, their approval process, and the prototype plans available to the public.

TASK A.10: PUBLICATION MATERIALS (OPTIONAL)

To help establish clear messaging related to the ADU prototype plans, RRM will develop complementary publication materials that will provide user-friendly information to the public about the process of constructing an ADU on their property. These publication materials may include a series of one-page fact sheets, applicable checklists and/or worksheets, brochures, flyers, mailers, and online images that promote the utilization of the ADU prototype plans. This task includes collaboration with City staff responsible for printing materials and posting content on the City's website and/or social media channels.

Deliverables:

- *Publication materials will include a series of one- (1-) page fact sheets, applicable checklists and/or worksheets, and brochures, flyers, and mailers. Number of documents and/or graphics are to be determined should this optional task be requested*
- *Digital images, based on graphics included in the final architectural drawing sets, will be provided in a format suitable for sharing on the City's website and/or social media channels. Number of documents and/or graphics are to be determined should this optional task be requested.*

Work Program Assumptions

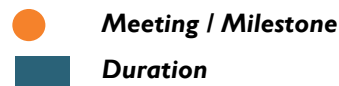
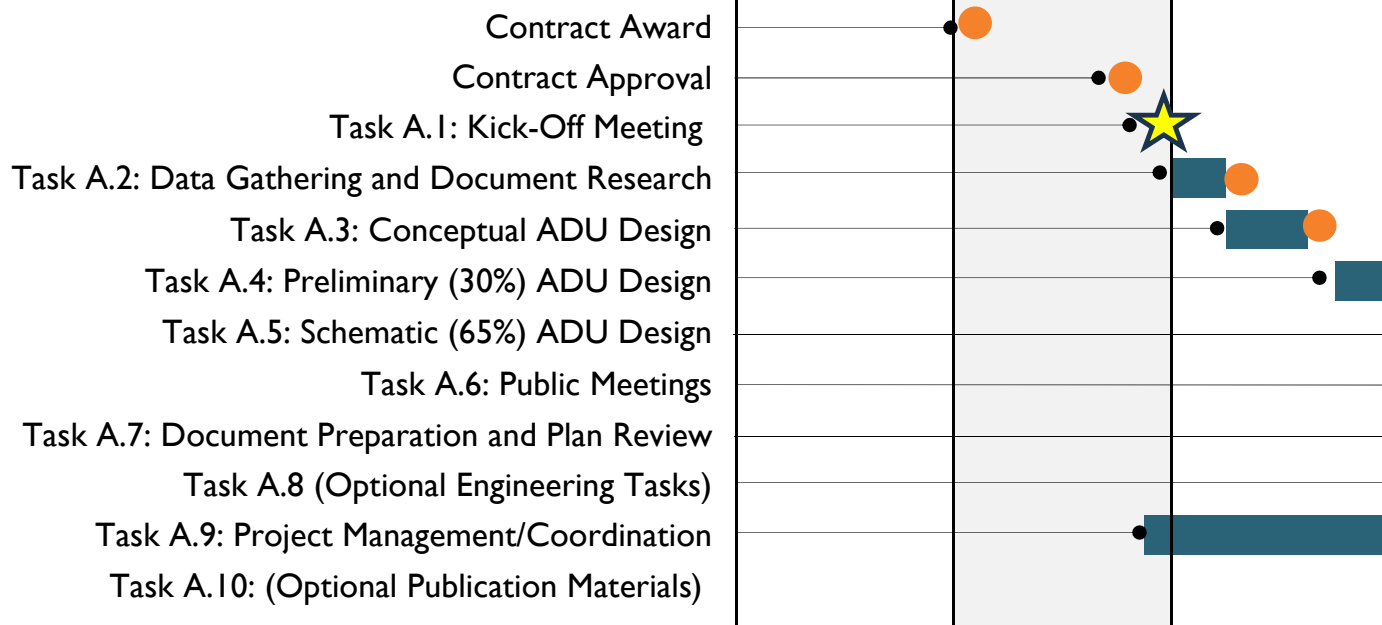
- Meeting notices: The City is responsible for printing and distributing physical meeting notices when needed. If requested, the costs of providing printing and/or distribution of meeting notices would be on a time and materials basis.
- Meeting attendance: The project budget does not include attendance at public meetings. The costs of additional meeting attendance would be on time and materials. In addition, meetings are assumed to be conducted using a virtual format.
- Draft documents: A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- Printing: This budget assumes the City will be responsible for printing and distributing documents
- Environmental review: The scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act. As such, environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested.
- Ownership: Upon completion of the final plan review and delivery, the prototype plans will become the intellectual property of the city.
- Public Use: Upon final approval, an approved record set will be provided for county records as the Master Plan. Separate sets for public distribution will be provided with county logos and watermarked "APPROVED FOR USE IN THE CITY OF FULLERTON ONLY."
- This proposal assumes the City will own and maintain the approved architect or engineer stamped originals, issue users unstamped copies, and require a hold harmless agreement to be signed by the end user. The wording suggested similar to "By using these permit-ready accessory dwelling unit construction documents, the user agrees to release, hold harmless, and indemnify the City, its elected officials and employees, and the architect or engineer who prepared these construction documents from any claims, liabilities, suits, and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents."

PROJECT SCHEDULE 3/06/25

City of Fullerton

ADU Pre-Approved Plans

ADU PROTOTYPES





Section Four:

Fee Proposal

Proposal for
Pre-Approved Building Plans for Accessory Dwelling Units



Rendering:
Newport Beach ADU Perspective

FEE SCHEDULE
City of Fullerton
Three (3) ADU Prototype Plans
March 06, 2025

RRM	RANDY RUSSOM	RRM	JESSICA MEADOWS	RRM	ELIZABETH OCAMPO VIVERO
	Principal		Structural Engineer		Principal Planner
	252 \$ per hour		210 \$ per hour		225 \$ per hour
1	\$252	1	\$210	1	\$380
2	\$504	0	\$0	2	\$450

ESTABLISH A STRONG FOUNDATION		FEE TYPE	ESTIMATED FEE
A.1	Project Initiation / Kick Off	T&M NTE	\$ 1,162
A.2	Data Gathering and Document Reasearch	T&M NTE	\$ 3,304
Total:			\$ 4,466

ADU DESIGN		FEE TYPE	ESTIMATED FEE
A.3	Conceptual ADU Plans	T&M NTE	\$ 1,684
A.4	Preliminary (30%) ADU Design	T&M NTE	\$ 6,688
A.5	Schematic (65%) ADU Design	T&M NTE	\$ 10,436
A.6	PublicMeetings	T&M NTE	\$ 6,952
Value:			\$ 25,760

ADU CONSTRUCTION DOCUMENTS		FEE TYPE	ESTIMATED FEE
A.7	Document Preparation and Plan Review	T&M NTE	\$ 47,660
A.8	Raised Floor and Stem Wall (Optional Below)	T&M NTE	\$ -
Value:			\$ 47,660

MANAGE THE PROJECT		FEE TYPE	ESTIMATED FEE
A.9	Project Management/Coordination	T&M NTE	\$ 5,880
A.10	Public Information Documents (Optional Below)	T&M NTE	\$ -
Value:			\$ 5,880

Subtotal	\$ 83,766
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Reimbursable Expenses	\$ 1,500
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Estimated Project Total	\$ 85,266
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OPTIONAL TASKS		FEE TYPE	ESTIMATED FEE
A.8	Framed Floor and Stem Wall (Optional)	T&M NTE	\$ 6,370
A.12	Public Information Documents (Optional)	T&M NTE	\$ 10,830
Value:			\$ 17,200

RRM	KRISTINE FERREIRA	RRM	PLANNING STAFF	RRM	ARCH STAFF	RRM	ENG STAFF
Project Mangaer		Planning Production Staff		Architectural Production Staff		Engineering Production Staff	
160 \$ per hour		155 \$ per hour		130 \$ per hour		140 \$ per hour	
2	\$320	0	\$0	0	\$0	0	\$0
4	\$640	6	\$930	6	\$780	0	\$0

4	\$640	0	\$0	8	\$1,040	0	\$0
16	\$2,560	0	\$0	24	\$3,120	0	\$0
24	\$3,840	0	\$0	32	\$4,160	0	\$0
4	\$640	8	\$1,240	8	\$1,040	0	\$0

40	\$6,400	0	\$0	130	\$16,900	120	\$16,800
0	\$0	0	\$0	0	\$0	0	\$0

0	\$0	0	\$0	0	\$0	0	\$0
0	\$0	0	\$0	0	\$0	0	\$0

Fee Footnote

Estimated fees for tasks shown as “Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Reimbursable Expenses

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

Adjustment to Hourly Billing Rates

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

0	\$0	0	\$0	0	\$0	32	\$4,480
8	\$1,280	50	\$7,750	0	\$0	0	\$0



Section Five:

Required Forms

Proposal for
Pre-Approved Building Plans for Accessory Dwelling Units



Rendering:

City of Claremont Craftman Style ADU

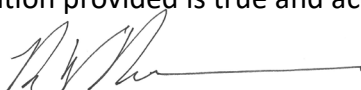
SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal.

Public Agency city/county/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	N/A
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 

Date March 4, 2025

Name: Randy Russom

Title: Principal

SECTION VIII

EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Proposals, please indicate below and describe details: (check any that apply).

- ☐ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☒ Exception taken to indemnification and insurance requirements
- ☒ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items

1.4. Warranty. ~~Subject to the normal standard of care~~, Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages;

Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. ~~Architects' and engineers' coverage shall be endorsed to include contractual liability.~~ If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, per California Civil Code ~~2882.8~~ Consultant, ~~a Design Professional~~, agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees.

PROPOSING FIRM RRM Design Group DATE March 4, 2025

BUSINESS ADDRESS 3765 S. Higuera St., Ste. 102, San Luis Obispo, CA 93401

SIGNATURE OF REPRESENTATIVE: 

BY: Randy Russom TITLE Principal

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If proposer is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

EXHIBIT B

ADDITIONAL SERVICES & FEES

EXHIBIT C

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	
License#: 6003745 RRMDESI-02	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED RRM Design Group 805 543-1794 3765 S. Higuera St., Suite 102 San Luis Obispo CA 93401	INSURER A: Trumbull Insurance Company	27120
	INSURER B: Travelers Casualty and Surety Co of America	31194
	INSURER C: Hartford Underwriters Insurance Company	30104
	INSURER D: Sentinel Insurance Company	11000
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1439141536**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	84SBWBM5WFR	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	84UEGAC1692	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	84SBWBM5WFR	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	84WEGAG7CTV	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability & Contr. Pollution Liab Included Claims Made Form			107655124	6/30/2025	6/30/2026	Per Claim/\$2,000,000 \$4,000,000/Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

No Single-Family or Multi-Family Residential Construction Exclusion applies. AM Best's Rating of Policies above: A/XV or greater. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
RE: RFP 2425-04.

City of Fullerton, its elected or appointed officials, officers, employees and volunteers are named as an additional insured as respects general liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Fullerton
Attn: Taylor Samuelson
303 W. Commonwealth Ave.
Fullerton CA 92832

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
- (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:

1. The following provision is added to Paragraph 2. Aggregate Limits:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph 2. Aggregate Limits:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

→ **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



CONTINUED

Declarations: Umbrella Liability Supplemental Policy

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein.

EFFECTIVE DATE: 06/30/2025**EXPIRATION DATE:** 06/30/2026**LIMITS OF INSURANCE**

The Limits of Insurance subject to all the terms of this Supplemental Policy that apply are:

EACH OCCURRENCE LIMIT: \$5,000,000**GENERAL AGGREGATE LIMIT:** \$5,000,000

(Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT: \$5,000,000**BODILY INJURY BY DISEASE AGGREGATE LIMIT:** \$5,000,000**SELF INSURED RETENTION:** \$10,000 Each Occurrence**Schedule of Underlying Insurance***See Attached Extension Schedule of Underlying Insurance***Form Numbers of Forms and Endorsements that apply:****FORM NUMBER****FORM NAME**

SU 20 00 10 18

ABSOLUTE LEAD EXCLUSION

SU 01 04 10 18

AMENDMENT OF UMBRELLA CONDITIONS - CALIFORNIA

SU 30 19 10 18

FOLLOWING FORM ENDORSEMENT - FUNGI, BACTERIA AND
VIRUSES

SU 20 01 10 18

EXCLUSION - SILICA

SU 00 05 10 18

UMBRELLA LIABILITY SUPPLEMENTAL POLICY DECLARATIONS
PAGE

SU 00 00 12 19

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

SU 30 08 10 18

FOLLOWING FORM ENDORSEMENT - AUTOMOBILE LIABILITY

SU 20 10 10 18

EXCLUSION - CARE, CUSTODY OR CONTROL OF REAL PROPERTY

SU 00 03 10 18

EXTENSION SCHEDULE OF UNDERLYING INSURANCE

SU 20 09 10 18

EXCLUSION - CARE, CUSTODY OR CONTROL OF PERSONAL
PROPERTY

SU 00 02 10 18

BLANKET ADDITIONAL INSURED BY CONTRACT - UMBRELLA

SU 20 19 10 18

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS

SU 00 06 10 18

PROFESSIONAL LIABILITY

GENERAL AGGREGATE LIMIT REVISION



CONTINUED

Declarations: Umbrella Liability Supplemental Policy

Countersigned by:	<i>Susan L. Castaneda</i>	04/11/2025
	Authorized Representative	Date
Countersigned by:	<i>Kevin Barnett</i>	04/11/2025
	Kevin Barnett, Secretary	Date
Countersigned by:	<i>A. Morris Tooker</i>	04/11/2025
	A. Morris Tooker, President	Date

EXTENSION SCHEDULE OF UNDERLYING INSURANCE



This extension schedule forms a part of the Supplemental Policy.

An "X" marked in a box indicates the corresponding coverage is provided in the "underlying insurance".

Please note the Maintenance Of Underlying Insurance condition in the Umbrella Liability Supplemental Policy.

A. (X) Business Liability

Carrier, Policy Number and Policy Period: Hartford Underwriters Insurance Company
84 SBW BM5WFR
06/30/2025 To 06/30/2026

Type of Coverage		Applicable Limits	
(X)	Liability and Medical Expenses	\$1,000,000	Per Occurrence
(X)	Personal and Advertising Injury	\$1,000,000	Per Person/Organization
(X)	Products/Completed Operations Aggregate	\$2,000,000	Aggregate
(X)	General Aggregate	\$2,000,000	Aggregate
(X)	Damages To Premises Rented To You	\$1,000,000	Any One Premises
()	Hired Auto and Non-Owned Auto Liability		

B. () Liquor Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
Liquor Liability	

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 84 SBW BM5WFR

C. (X) Comprehensive Automobile Liability

Carrier, Policy Number and Policy Period: Hartford Insurance Group
84UEGAC1692
06/30/2025 To 06/30/2026

Type of Coverage

(X) Owned Autos

(X) Non-Owned Autos

(X) Hired Autos

Applicable Limits

Bodily Injury Liability

Each Person
Each Accident

Property Damage Liability

Each Accident

Bodily Injury and Property Damage Liability Combined

\$1,000,000

Each Person

\$1,000,000

Each Accident

Type of Coverage

() Uninsured Motorist

() Underinsured Motorist

Applicable Limits

Each Accident
Each Occurrence

Each Person
Each Accident

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 84 SBW BM5WFR

D. (X) Employer's Liability

Carrier, Policy Number and Policy Period: Hartford Insurance Group
84WEGAG7CTV
06/30/2025 To 06/30/2026

Type of Coverage	Applicable Limits	
Employers Liability	\$1,000,000	Each Accident*
	\$1,000,000	Each Employee by Disease*
	\$1,000,000	Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE (Continued)



POLICY NUMBER: 84 SBW BM5WFR

E. () Foreign Liability

Carrier, Policy Number and Policy Period:

Type of Coverage	Applicable Limits
() Foreign Commercial General Liability	
() Liability and Medical Expenses	Per Occurrence
() Personal And Advertising Injury	Per Person/Organization
() Products/Completed Operations Aggregate	Aggregate
() General Aggregate	Aggregate
() Damages To Premises Rented To You	Any One Premises
() Foreign Contingent Auto Liability	Each Accident
() Foreign Employers Liability	Each Accident*
	Each Employee by Disease*
	Total Policy by Disease*

*In any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 84WEGAG7CTV

Endorsement Number:

Effective Date: 06/30/2025

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: RRM Design Group
3765 S. Higuera St., Suite 102
San Luis Obispo, CA 93401

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Sandy Peters

Countersigned by _____
Authorized Representative