

**Project Name/No.: General Plan Check Services  
& Other Related Engineering Services**

**Contract No.:** \_\_\_\_\_

**Project Manager: PW/ J. Plasencia**

**Approved: 06.02.2026**

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF CHINO AND  
CANNON CORPORATION**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 2<sup>nd</sup> day of June, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Cannon Corporation**, a California Corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

**A.** City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

**B.** Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

**C.** Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

**D.** The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Consultant’s Proposal.**

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### **1.5 Licenses, Permits, Fees and Assessments.**

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

### **1.6 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

### **1.7 Software and Computer Services.**

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

### **1.8 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

**1.9 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

**1.10 Additional Services.**

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

**1.11 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Thousand Dollars and Zero Cents (\$500,000)** per fiscal year for a total contract amount not-to-exceed **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

## **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.5 Waiver.**

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**2.6 Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

**ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.**

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

**3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Craig Siefert, PE  
(Name)

Plan Check Manager  
(Title)

Gary Solsona, PE, QSD  
(Name)

Director, Public Infrastructure  
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Project Manager.**

The Project Manager shall be **Jesus Plasencia, Assistant City Engineer** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for 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 Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

**7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.9 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

## **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

# **ARTICLE 9. MISCELLANEOUS PROVISIONS**

## **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CHINO, a municipal corporation

\_\_\_\_\_

Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_

Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_

Fred Galante, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_

Hye Jin Lee, Director of Public Works

**CONSULTANT:**  
**CANNON CORPORATION:**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: 19000 MacArthur Blvd., Suite 400  
Irvine, CA 92612

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**
  
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**



## Project Understanding

The City of Chino (City) is seeking a qualified consultant to provide on-call general plan check and other related engineering services to serve as an extension of the City's Development Engineering Division. This includes review of a wide variety of civil engineering plans, subdivision maps, and technical studies to verify compliance with municipal standards, regulatory requirements, and applicable State and Federal laws.

We understand plan check services, as listed in the RFP Scope of Services, may include review of improvement plans, supporting technical documents, and related materials such as the following:

- Rough and precise grading plans
- Wet Utility Plans (e.g., Sewer, Water, Recycled Water, Storm Drain)
- Street Improvement Plans
- Street Light Plans, Photometric Diagrams, and Voltage Drop Calculations
- Traffic Signal, Traffic Control, and Interconnect Plans
- Signing and Striping Plans
- Hydrology Studies and Hydraulic Calculations
- Sewer/Water Utility Capacity Studies
- Water Quality Management Plans (WQMPs)
- Erosion Control Plans
- Easements, Vacation, Right-of-Way Dedications, and other recordable legal documents
- Lot Line Adjustments and Mergers
- Survey Monumentation and Centerline Ties
- Soils and Geotechnical Reports
- Tract and Parcel Maps
- Title and Closure Reports
- Engineering Cost Estimates

**These services will support the City's commitment to efficient, safe, and sustainable development.** We understand that the scope of services entails a thorough

first-cycle plan check process, detailed and timely written feedback, and continuous coordination with **City** staff and applicant teams. The consultant will play a critical role in confirming that submitted plans are complete, accurate, constructible, and aligned with the **City's** adopted policies, General Plan, Specific Plans, and Conditions of Approval.

Through proactive coordination and strict adherence to budget and schedule requirements, our team will support the City's goal of delivering well-designed, code-compliant projects that align with its long-term vision.

## Approach

Our approach to plan check review is built on clear communication, quality control, collaboration with key stakeholders (City staff, utility providers, developers, and their consultant engineers), and a customer-oriented focus streamlining the process, which confirms doing business with the City is clear and straightforward.

Our approach includes the following key components:

- Streamline the plan check process through proactively resolving issues.
- Maintain clear communication to reduce delays and support timely approvals.
- Assign experienced staff for accurate, efficient reviews.
- Provide flexibility to meet varying workload demands.
- Use electronic tools to expedite reviews and document access.
- Keep organized records to support transparency and accountability.
- Apply internal quality assurance / quality control reviews and proven workflows to provide accurate, detailed, and high-quality deliverables.
- Records will be retained for five years after final approval.

## Streamlined Plan Check Process

We understand the importance of effective initial plan checks and clear procedural direction. We have achieved success in customer satisfaction and plan approval within three review cycles by implementing the following approach:

- Timely and complete technical reviews of the submitted plans and associated reports.
- With the City's permission, communicate with the engineer/architect of record through phone calls, e-mails, virtual meetings, and/or plan check review meetings, as needed.
- Keep the City and the project owners informed through CCs of review memos, e-mails, and plan check logs.

### Fewer Review Cycles, Faster Approvals

With City approval, we can save time for the City by proactively resolving minor issues directly with applicants during review, reducing plan check rounds.

Rather than automatically returning submittals to the City for another full review cycle, we will coordinate directly to the applicant's engineer and City's project manager when minor corrections are needed. We work with them to address the issue, obtain an updated plan sheet, and notify the City when the item is complete.

This not only streamlines the process but also supports the City's goal of completing reviews efficiently (ideally by the second round) while maintaining a high standard of quality and compliance.

## Communication Strategy

Effective communication is key to project success. This will confirm we provide the City with the support you are looking for to reduce the impact on politically sensitive areas or disruption to the public. The closest possible rapport will be developed with the City's project manager to understand special budget constraints, time schedules, and associated impacts. By building on communications, we will more easily define problem areas, technical requirements, and facilitate a smoother plan check review and approval process.

## Experienced Plan Check Team

Our team strives for the highest quality of service for each project review. Because our plan check engineers have extensive design experience using local, regional, and other applicable design standards on a day-to-day basis, we can confirm the improvement plans and associated reports and documents will meet the current applicable codes and standards.

## Flexibility to Meet Varying Workloads

We have structured our team to have depth, which supports varying workload sizes. In addition to our key personnel, we have a comprehensive team of engineering staff who are ready to support the plan check team's work immediately, should the need arise. We can meet short-term workload needs by temporarily bringing in other personnel and, with the City's approval, meet long-term needs with the addition of other trained staff.

## Electronic Plan Review

We are committed to sustainable business practices. The Cannon Team is very familiar with e-PlanREVIEW and provides these electronic plan check services to the City (sample in Figure 1). Our objective with this process is to reduce waste and paper consumption and save money, resources, and time by eliminating mail or courier delivery services for hard copy packages, therefore reducing vehicle emissions.

When projects are reviewed outside of EPR (i.e., entitlements, exhibits, etc.), we have an internal ShareFile system we use to administer electronic project transmittal. Each project for plan check is saved to our networks and added to the ShareFile suite in project specific folders. We will email a web link to both the City to download the project's plan check documents as well as the engineer to upload revised documents for re-submittal. Since the ShareFile program is entirely web based, no additional software is needed.

Our e-Plan process consists of the following:

- We will provide draft plan check comments within Bluebeam Studio Sessions for City Staff to review prior to our finalized digital entries within e-PlanREVIEW portal, as shown in Figure 1 (page 4).
- Providing an itemized list of comments in a Microsoft Word or PDF file (if requested).

Figure 1. Sample of Electronic Plan Check Comments in Bluebeam Studio & e-PlanREVIEW

The image shows a technical drawing with several electronic comments overlaid. The comments are in red and blue boxes, pointing to specific areas of the drawing. The drawing includes a 'NOTICE TO CONTRACTOR' section and a 'LEGEND AND ABBREVIATIONS' section. The comments are in red and blue boxes, pointing to specific areas of the drawing.

22 January 2026 7:46:20 PM

**CITY OF CHINO**  
**COMMERCIAL PLAN REVIEW**  
**CORRECTIONS SHEET**  
**REPORT**

13220 Central Avenue, Chino, CA, 91710 Telephone: 9093343251

**Project** PL18-0120L.HYD01  
PL18-0120

**Start Date/Due Date** Start Date: 12/17/2025

**Project Contact** STEVE LEVISEE  
steve@pbla.biz  
8887149642

**Files and Attachments** HYD PC1.pdf  
1st Submittal

**Instructions**

Before approval of code compliance or issuance of building permit, the plans and applications for this construction require the information, revisions, and corrections as indicated below. The approval of plans and specifications does not permit the violation of any section of the building code, federal law, state law, or local ordinance. The basic requirements are based on the 2016 California Building Code. Other applicable codes include but are not limited to the current 2019 California Electrical, Plumbing, Mechanical, Energy Part 6 and the City of Chino Municipal code.

- Other**
- [ Sheet 286 | Comment 00068 | HYD PC1.pdf ] Gary Solsona  
what sizes are these Grate inlets?
  - [ Sheet 286 | Comment 00067 | HYD PC1.pdf ]

In addition, should electronic plan checking be unavailable to the City, Cannon staff are typically available to retrieve and process hardcopy submittals from the City within 24 hours.

### Record Keeping and Reporting

Through years of experience, we have developed systems and templates that streamline procedures and produce timely, accurate, and consistent plan reviews.

For example, we keep a record of when plans are received and returned in our plan check log (Figure 2).

The plan check log tracks the engineer of record, types of improvement plans submitted, date submitted, due date to be completed, and any significant comments or submittal requirements outstanding for that plan review.

We will provide regular updates on the status of plan reviews, as requested, to report the progress and anticipated return dates of outstanding plan checks.

Figure 2. Sample of Cannon Plan Check Log

Project #	PROJECT NAME / DESCRIPTION	DATE RECEIVED	REVIEW ITEMS	IDEAL PLS DUE	Plan Check	Print PC done	Lead PC Engineer (in bold)	DATE RETURNED
230415.093	PL24-0310 (Town Center Apartments) City Project Engineer: Felicia Marshall TIA & B330	1/22/2026	PG 56 (includes ECP1, HM, WQMP, ECE)	3/10/2026	ECL	-	<b>JK</b> , HM, WQMP, SD PLAC (Title sheet) PG ECE (CDMR)	2/11/2026 WQMP (CDMR) HM (CDMR) ECE (CDMR)
230415.087	PA421008 City Project Engineer: Felicia Marshall	1/30/2026	Parcel Map	2/11/2026	ECL	EDWQMP Parcel Map	<b>EDWQMP</b>	2/11/2026 Parcel Map (CDMR)
230415.514	DR225-0008 (Thorn 20845-25938 Cypress Avenue) Entitlement Review City Project Engineer: Jorge Alvarado	2/10/2026	Prelim HM, Prelim WQMP	2/17/2026	ECL	JK	LG/JK	2/11/2026 HM (APPR) WQMP (APPR)
230415.081	PL24-0062 (Production Tract 58422-61 Loto 2 & 3) City Project Engineer: Jorge Alvarado	2/9/2026	PG (includes ECP1, ECE)	2/17/2026	ECL	KD/JK, PG, ECE, ECE	<b>JK</b> , PG, ECE, ECE	2/18/2026 PG (APPR) ECE (APPR)
230415.517	TTM 20872 - Entitlement Review City Project Engineer: Felicia Marshall	2/11/2026	Prelim WQMP	2/17/2026	ECL	JK	JK	2/18/2026 WQMP (CDMR)
230415.072	M23-0006L SEW01 M23-0006L ECE01 City Project Engineer: Daniel Aguirre	2/9/2026	Delta SEW, ECE	2/20/2026	ECL	PLUGS	LC/CS	2/18/2026 SEW (CDMR) ECE (CDMR)
230415.084	M28-0003L0 City Project Engineer: Daniel Aguirre	1/30/2026	LLA	2/18/2026	ECL	-	EDV/CJ/CS	2/18/2026 LLA (CDMR)
230415.099	PL21-0004L0 City Project Engineer: Jorge Alvarado	2/9/2026	Delta 1 ST	2/20/2026	Delta 1 ECL	-	FE	2/18/2026 ST (CDMR)
230429.01.065	500 S Harbor (OMA-2023-0306) Bluebeam Studio Session ID: 330-018-737	1/28/2026	PG, HM, SR	2/18/2026	ECL	-	JK, PG, HM ED/LDR: SR	2/18/2026 PG (CDMR) HM (CDMR) SR (CDMR)
230415.086	PL24-0310 (Town Center Apartments) City Project Engineer: Felicia Marshall	2/10/2026	RG, SR	2/20/2026	ECL	PLUGS (Title sheet) RG ED/LDR: SR	<b>FE/RS</b> (Title sheet) RG SR (CDMR) SR (APPR)	2/18/2026 RG (CDMR) SR (CDMR) SR (APPR)
230523.05.023.HH 230523.02.005.PG	224 Indian Creek Road-PR2025-1397	2/11/2026	PG (3 Sheets)	2/24/2026	ECL	-	JK, PG, HM ECL: PG, HM ECL: PG	2/24/2026 PG (CDMR)

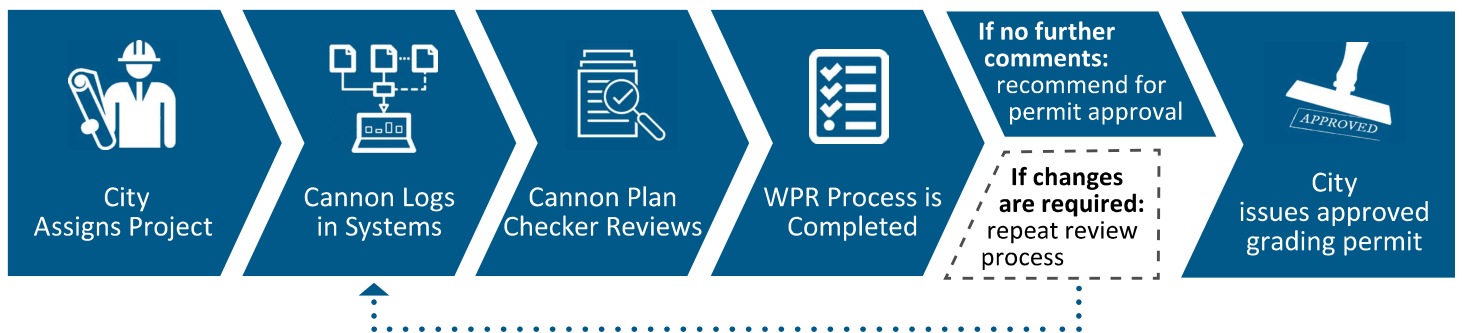
## Quality Assurance / Quality Control Program

Cannon has earned a strong reputation for product delivery and professional service. We have built and continue to develop internal control processes that incorporate peer review and progress reporting to help projects meet established design and review guidelines, remain within budget, and stay on schedule.

We take a proactive approach to project management, with an emphasis on project and review process familiarity, open communication, quality and cost control, and project scheduling. Processes include a Work Product Review (WPR) Program, project “Look Backs,” Project Progress Reviews, plan check checklists, and an Earned Value Analysis (EVA) program.

Many of our design staff have also worked in our Construction Management Department, gaining meaningful insight on the importance of well-defined

**Figure 3. Workflow Chart**



## Scope of Services

We have reviewed the Scope of Services and requirements specified throughout the City’s RFP. Our understanding of the potential scope of services is as follows:

### Mass, Rough, and/or Precise Grading Plans

We will review rough grading plans for substantial conformance to the approved documents from the entitlement process, including tentative maps, drainage concepts (hydrology and hydraulics), and water quality best management practices (BMPs) for WQMPs. Precise grading plan review will consist of verifying the following:

- Detailed finish grade elevations show drainage patterns, flow lines for lot drainage, and proposed paving.

plans, specifications, and bid item quantities. Our Project “Look Backs” are not only conducted from the designer perspective, but also from our managers perspective, to further develop our design team’s accuracy in work products.

In addition, we employ cost savings strategies that have been effective in managing projects for public and private industry clients. These strategies may include: cost benefit analysis and value engineering reviews; alternative technologies review or innovative approach analysis; and the use of plan check review control logs.

Our workflow incorporates quality review processes to confirm compliance with standards, and that our engineering services are accurate, efficient, and fully meet our clients’ expectations. We place an emphasis on “getting it right the first time.” We have illustrated our plan check workflow process below (Figure 3).

- Grading plans comply with recent California Building Codes, geotechnical report, and conditions of approvals.
- BMPs from WQMP report are incorporated into the plans.
- Erosion Control sheets are often included with grading plan sets and are reviewed to confirm projects reduce soil loss, pollutant discharge, and best management practices (BMPs) are provided for site maintenance, slope stability, offsite improvement protection, and assessment of sensitive areas.

We will use our in-house plan-checklist or a list provided by the City. We will verify the plans are signed and sealed by a registered civil engineer. The review may include identifying previous preliminary grading permits issued for

**A1-4** the project site.

## Wet Utility Plan Review (*Sewer, Water, Recycled Water, and/or Storm Drain*)

We will review wet utility plans, consisting of sewer, water, and storm drain, including the following:

- Conformance to City’s design standards.
- Constructability of the proposed wet utility design improvements considering site constraints.
- Design requirements.
- Existing conditions.
- Confirmation of labels and calculations of pipe slopes, pipe size, material, and hydraulic data.

Additional items for review include verification of basic separation standards for water mains and sanitary sewers/storm drains in compliance with the California Waterworks Standards and California Department of Public Health criteria to prevent contamination of the public water supplies. Review will also include verification of pressure zone boundaries, if necessary, for water improvements, confirmation of existing storm drain and sewer structure capacities, identification of potential utility conflicts, and comparison of manhole rim elevation versus pad elevations.

## Street Improvement Plans

We will review street improvement plans, provide comments, and recommendations for approval. We will check for compliance with City-adopted standard drawings, specifications, ADA standards (including the Policy on Accessible Pedestrian Facilities), and applicable regulations using our in-house plan checklist or as provided by City staff.

Services will include initial and subsequent reviews, full or partial plan review services, interaction with the City, and recommendations to the City staff for final approval. We will complete the following:

- Verify code compliance of street geometrics, typical sections showing cross slopes, centerline, right-of-way, dimensions, and applicable construction notes.
- Entitlement reviews of preliminary WQMPs (PWQMPs) for compliance with minimum requirements.
- Verify minimum/maximum street profile grades, grade breaks, and vertical curve info.
- Review street profiles of centerline and left and right curbs.

- Confirm AC/AB pavement structural section complies with City standard and/or geotechnical report recommendations, station/elevations at key locations, curb ramp details, driveway details, working design sections, and proposed drainage devices, such as catch basins with local depressions.
- Review “join” conditions at limits of work.

For work within Caltrans Right-of-Way, we will verify compliance with the Caltrans Standard Plans and Standard Specifications.

## Traffic Signal, Signing and Striping, and Traffic Control

We will verify conformance with applicable traffic engineering design standards, such as California MUTCD, Caltrans Traffic Manual, Caltrans Highway Design Manual, American Association of State Highway, Work Area Traffic Control Manual, and National Association of City Transportation Officials Bikeway Design guide for bicycle facilities. We will verify that striping construction notes reference the appropriate Caltrans Standard Plans A20A through A20G for striping and A24A through A24H for pavement markings. We will verify other traffic related items meet minimum standards, such as lane widths, taper lengths, sign placement, crosswalk width, etc.

## Hydrology Studies and Hydraulic Calculations

We will review of hydrology/hydraulics technical reports for proposed private development projects and attend City design review meetings, as necessary. We will apply our current plan check experience on drainage projects and familiarity with the City’s Master Plan of Drainage to verify the following:

- New site development will not place additional stress on the existing drainage system,
- Storm frequency of 100 years will not exceed the ultimate street right-of-way, and
- Sump conditions will carry a 100-year storm frequency and have a secondary “emergency overflow” outlet.

Additionally, we will verify the proposed finished floor elevation of residential buildings are minimum of one foot higher than 100-year flood.

## Water Quality Management Plans (WQMP)

Cannon will review the WQMP Report submittals to confirm compliance with the 2013 Technical Guidance Document for Water Quality Management Plans for County of San Bernardino. Our review of each WQMP submittal will consist of identifying the process that Permittees will employ for developing a WQMP for new development and significant redevelopment projects.

We review each project component to implement a program that requires structural Best Management Practices (BMPs) on Priority Development Projects to be designed, constructed, and maintained to remove pollutants in storm water to meet the criteria set forth in the Guidance Document, and existing Hydromodification Management Plan.

Our review will include the following:

- Verify accuracy of project address, description, site information, the owner's information, or the person for signing the certification of ownership.
- Verify the condition of approval is addressed in the proposed WQMP Report.
- Confirm if Hydrologic Condition of Concern (HCOC) exists and verify the receiving waters.
- Verify the Potential Stormwater Pollutants on the project.
- Verify low-impact-development (LID), BMP selection, and project conformance analysis.
- Confirm LID BMPs follow the hierarchy of infiltration, evapotranspiration, harvest/re-use, and biotreatment.
- Verify that non-structural and structural source control BMPs are incorporated in the report and onto WQMP Site Plan.
- Verify if project qualifies for Water Quality Credits.
- Confirm that BMP inspection and maintenance schedule are listed, and the responsible party and the minimum frequency of activities are tabulated in the report.
- Confirm that the Operations and Maintenance Plan is prepared and included.
- Verify the final submittal for recordation of WQMP Report includes necessary documents.

## Right-of-Way Services

The Cannon Team will support the City in reviewing and

processing right-of-way dedications that may be required as part of land development projects (even when a final or parcel map is not involved).

Right-of-way services may include:

- Verifying the current fee title ownership, existing right-of-way, and ultimate right-of-way (as required by the City General Plan and/or related Specific Plan).
- Reviewing legal descriptions and exhibits of required right-of-way dedication (as prepared by developer's consultant).
- Preparing of right-of-way dedication "Grant Deeds" (using the City standard form).
- Coordinating required property owner signatures.
- Create and maintain a "Right of Way File" for each right-of-way dedication and establish an indexing system to adequately track dedications.

## Soils and Geotechnical Reports

LOR Geotechnical Group, Inc. (LOR) will provide the following scope items:

- Review geotechnical plans, and/or reports prepared by others and submitted to the City.
- Generate geotechnical review comments based on current City, County, and/or State standards.
- Prepare written comments or approvals by a state licensed Geotechnical Engineer.

## Street Light Plans, Photometric Diagrams, and Voltage Drop Calculations

We will verify the submitted plans are prepared in accordance with the City's traffic and transportation design guidelines, City standards, and current Design Guide Checklists. We will work to identify proper locations and types of electrical service pedestals, particularly where streetlights can be fed from traffic signal services. Voltage drop calculation services will include verifying voltage drop for branch circuits and adequate wire and conduit sizing for the street lighting project. Specific City design guidelines for street lighting and conformance of current electrical, state, and jurisdictional standards/codes will be verified.

## Sewer/ Water Utility Capacity Studies

- A1-5** Our review will verify compliance with the City's Sewer Planning & Design Reference Guide, Water System

Planning and Design Reference Guide, and Master Plans to determine peak flows, storage volumes, velocities, design parameters, constraints, flow monitoring and modeling data, and other requirements to evaluate if existing infrastructure can handle added demand from new development.

## Engineering Cost Estimates

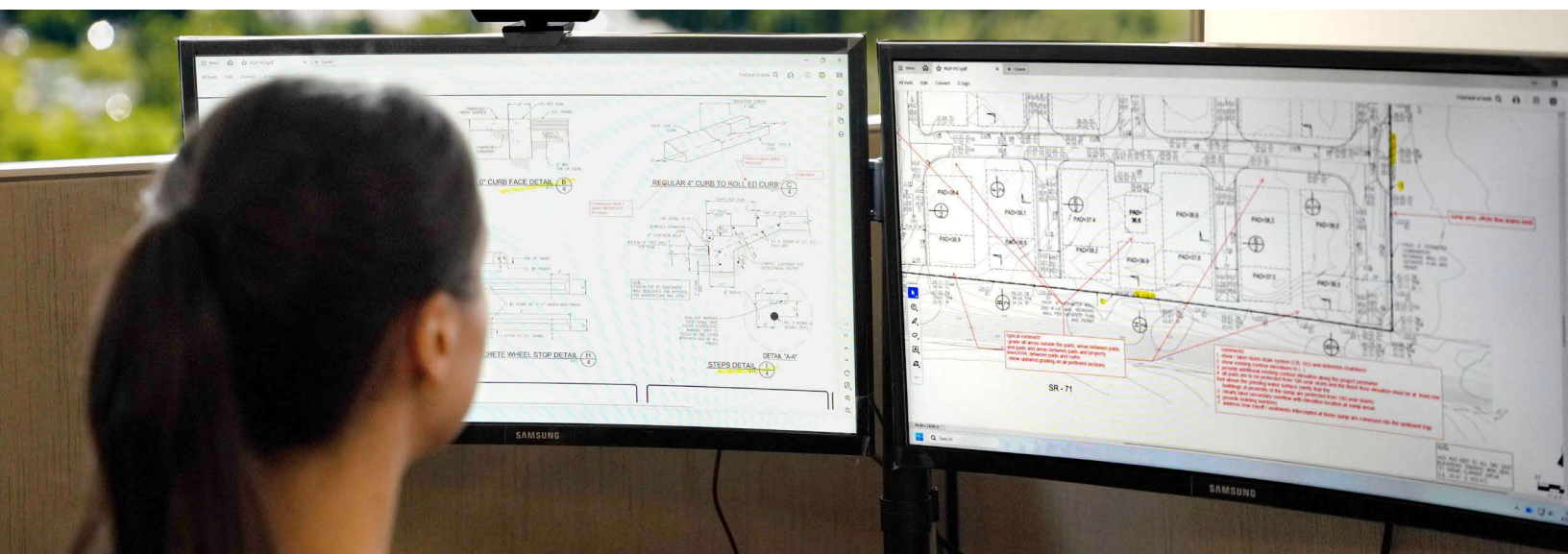
We assess submitted cost estimates to confirm quantities match plan sets, template unit costs have not been modified, and improvements are accounted for with a line item, as appropriate. These estimates provide the City with information to give Customer/Applicant teams a clear understanding of project fees and scope.

In addition to these services, we are prepared to provide the following services as requested by City staff:

- **Subdivision Maps and Survey Documents (LLAs, Easements, etc.):** Our team will provide review of subdivision improvement projects, which may include Tract/Parcel Map review for Subdivision Map Act conformance, easements, lot line adjustments and mergers, topographic and field survey data, legal & plat (review and preparation to show divisions of land prepared by a PLS), title and closure reports, utility easements, survey monumentation and centerline ties to establish/preserve/retrace boundaries & infrastructure, and site existing conditions. We are also able to sign Map statements as City Surveyor.
- **Field Coordination:** Site reconnaissance will be performed as required to assure proposed construction complies with approved plans, standards, and guidelines.

- **Traffic Impact Analysis (TIA):** TIA review will be performed to evaluate how proposed developments will affect the surrounding transportation system and identify measures to mitigate potential adverse traffic impacts in compliance with City standards.
- **Traffic Control:** We will provide a rigorous assessment of Traffic Control Plans (TCPs) to confirm the safety of motorists, pedestrians, and construction personnel during roadway improvements or utility work. Reviews will focus on appropriate signage, channelization devices, lane closures, pedestrian detours, and work zone delineation in accordance with the latest California Manual on Uniform Traffic Control Devices (CAMUTCD), WATCH Manual, and relevant City policies. We prioritize maintaining access, minimizing disruptions, and safeguarding vulnerable road users throughout construction phases.
- **Geotechnical/Structural Review Services:** In addition to Soils and Geotechnical report review, the Cannon Team is capable of evaluating subgrade conditions and pavement structural sections. To restore structural capacity and extend the life of existing roadways, we can provide recommendations regarding rehab strategies (such as grinding, overlay, milling, sealing, etc.), structural section issues, and conformance to City standards and applicable codes, as requested.
- **City Staff Assistance for Updates to Engineering documents:** Our team has experience with numerous Agencies and is capable of evaluating and providing support related to the update of City standard drawings, specifications, and technical documents. We have proposed team members highly skilled with drafting tools to provide additional support with this task's execution.

## A1-6



**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**



Phase/Task	Description	Job Title																(minimum at phase level)			
		Director Public Infrastructure		Plan Check Manager		Senior Plan Check Engineer II		Plan Check Engineer		Engineering Assistant		Soils Reviewer		Surveyor		Totals		Plan	Plan		
		\$307		\$288		\$193		\$152		\$138		\$250		\$253				Start Date	End Date		
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
PGP	Precise Grading Plan (20 Sheets)		\$0		\$0	36	\$6,948	20	\$3,040		\$0		\$0		\$0		\$0	56	\$9,988		
ECP	Erosion Control Plan (3 sheets)		\$0		\$0	4	\$772	2	\$304		\$0		\$0		\$0		\$0	6	\$1,076		
ST	Street Improvement Plan (6 sheets)		\$0		\$0	14	\$2,702	8	\$1,216		\$0		\$0		\$0		\$0	22	\$3,918		
SD	Storm Drain (6 sheets)		\$0		\$0	14	\$2,702	8	\$1,216		\$0		\$0		\$0		\$0	22	\$3,918		
WAT	Water (4 sheets)		\$0		\$0	8	\$1,544	2	\$304		\$0		\$0		\$0		\$0	10	\$1,848		
SEW	Sewer (4 sheets)		\$0		\$0	8	\$1,544	2	\$304		\$0		\$0		\$0		\$0	10	\$1,848		
STLT	Street Light (3 sheets)		\$0		\$0	4	\$772	1	\$152		\$0		\$0		\$0		\$0	5	\$924		
	Signing & Striping (3 sheets)		\$0		\$0	4	\$772	1	\$152		\$0		\$0		\$0		\$0	5	\$924		
FM	Final Map (25 residential lots)		\$0		\$0		\$0		\$0		\$0		\$0	16	\$4,048		\$0	16	\$4,048		
HH	Hydrology Report (10 acres)		\$0		\$0	10	\$1,930	2	\$304		\$0		\$0		\$0		\$0	12	\$2,234		
WQMP	WQMP (10 acres)		\$0		\$0	8	\$1,544	2	\$304		\$0		\$0		\$0		\$0	10	\$1,848		
SR	Soils Report		\$0		\$0		\$0		\$0	4	\$1,000		\$0		\$0		\$0	4	\$1,000		
	QA/QC (3 review cycles)	8	\$2,456		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$2,456		
	Project Management (3 review cycles)		\$0	4	\$1,152		\$0		\$0		\$0		\$0		\$0		\$0	4	\$1,152		
	Project Administration (3 review cycles)		\$0		\$0		\$0		\$0	2	\$276		\$0		\$0		\$0	2	\$276		
			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		
	<b>Subtotal</b>	<b>8</b>	<b>\$2,456</b>	<b>4</b>	<b>\$1,152</b>	<b>110</b>	<b>\$21,230</b>	<b>48</b>	<b>\$7,296</b>	<b>2</b>	<b>\$276</b>	<b>4</b>	<b>\$1,000</b>	<b>16</b>	<b>\$4,048</b>	<b>0</b>	<b>\$0</b>	<b>192</b>	<b>\$37,458</b>		
	<b>Totals</b>	<b>8</b>	<b>\$2,456</b>	<b>4</b>	<b>\$1,152</b>	<b>110</b>	<b>\$21,230</b>	<b>48</b>	<b>\$7,296</b>	<b>2</b>	<b>\$276</b>	<b>4</b>	<b>\$1,000</b>	<b>16</b>	<b>\$4,048</b>	<b>0</b>	<b>\$0</b>	<b>192</b>	<b>\$37,458</b>		

**Project Assumptions:**

- Estimated costs above reflect 3 review cycles of the hypothetical project as detailed in the RFP. Plan sheet and site size estimates are shown in parantheses next to improvement type above.
- Plan Check 1 = 15 working days
- Subsequent Reviews = 10 working days

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**
  
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**



**Turnaround Time Schedule**

Cannon is committed to delivering timely, accurate, and complete plan reviews in accordance with the City’s specified turnaround times. We have developed internal tracking systems and review protocols that allow us to meet—and often complete ahead of—the plan check turnaround times in Table 2. We will discuss expedited plan check fees with the City.

**Table 2. Turnaround Times**

Standard Turnaround*	
First Submittal:	15 Business Days
Second Submittal:	10 Business Days
Third Submittal:	10 Business Days
Revisions:	3 Business Days

*\*Expedited reviews will maintain an eight-business-day turnaround for the first submittal cycle and a five-business-day turnaround for subsequent cycles. These reviews are subject to the City’s adopted fee schedule.*

**Sample Resource Allocation**

Cannon’s current and anticipated workload allows us to completely and comprehensively fulfill on-call services that may be assigned by the City. Table 3 illustrates a sample resource allocation to review a single-family residential development project for up to three rounds of plan check review by individual tasks and labor hours.

**Table 3. Sample Resource Allocation**

Plan Check/ Technical Report Review Item	Senior Plan Check Engineer	Plan Check Engineer	Surveyor	Soils Reviewer	QA/QC	Project Manager	Project Admin	Total Hours
PGP (20 sheets)	36	20						56
Erosion Control (3 sheets)	4	2						6
Street (6 sheets)	14	8						22
Storm Drain (6 sheets)	14	8						22
Water (4 sheets)	8	2						10
Sewer (4 sheets)	8	2						10
Streetlight (3 sheets)	4	1						5
Signing and Striping (3 sheets)	4	1						5
Final Map (25 residential lots)			16					16
Hydrology Report (10 acres)	10	2						12
WQMP (10 acres)	8	2						10
Soils Report				4				4
QA/QC (3 review cycles)					8			8
Project Management (3 review cycles)						4		4
Project Administration (3 review cycles)							2	2

*Project Assumptions: Sample Resource Allocation reflects three review cycles of the hypothetical project as detailed in the RFP. Plan sheet and size estimates are shown in parenthesis next to improvement type above.*