

**Project Name/No.:** \_\_\_\_\_  
**Project Manager:** \_\_\_\_\_

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

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF CHINO AND  
ARCHITERRA DESIGN GROUP**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 16<sup>th</sup> day of December, 2025 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Architerra Design Group, a landscape architectural service provider (“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 Two Hundred Twelve Thousand Two Hundred Forty Dollars and Zero Cents (\$212,240.00) (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\*\*](mailto: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, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

## **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:

\_\_\_\_\_  
Andrew Krumweide  
(Name)

\_\_\_\_\_  
President  
(Title)

\_\_\_\_\_  
Greg Denson  
(Name)

\_\_\_\_\_  
Principal  
(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 Michael Milhiser, Project Coordinator, 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 No 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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Silvia Avalos, Director of Community Services,  
Parks, and Recreation

**CONSULTANT:**

**Architerra Design Group**

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

Name: Andrew Krumweide

Title: President

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

Name: Greg Denson

Title: Principal

Address: 10221-A Trademark St. \_\_\_\_\_

Rancho Cucamonga, CA 91730

**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.**

OCTOBER 16TH, 2025 | CITY OF CHINO



*\*Current Shady Grove Park Playground*



## PROPOSAL RESPONSE

# Shady Grove Park Improvements Project- Design

### Landscape Architectural Services



#### Submitted By:

Architerra Design Group  
Gregg Denson, ASLA, PLA #4302, President  
gdenson@architerradesigngroup.com  
(909) 484-2800 EXT. 1015





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## Project Overview

The City of Chino is requesting proposals for design improvements at Shady Grove Park, located at 6776 Chino Avenue. The project's scope involves several key enhancements to increase accessibility and improve park amenities for the community. Planned upgrades include ADA improvements in accordance with the City's ADA transition plan, ADA improvements to the existing restroom building, replacement of the current picnic pavilion and playground with a new, accessible playground, and an upgrade of the park's lighting to LED. Additionally, the existing parking lot will be expanded and a new trash enclosure will be added to better serve park visitors. The goal of these improvements is to increase accessibility for the public, provide a new playground with recreational amenities, and revitalize the existing park while preserving elements that are loved by the community.

Some specific features of the project include improvements to hardscape and restrooms to meet ADA standards, the installation of an accessible nature/grove/tree-themed playground, with rubber tile play surfacing, a new shade structure, updated site lighting and an expanded parking lot.

Additionally, it is our understanding that the City is looking to fast track this project with the goal to get plans in for first plan check/city review by the end of March of 2026, with the project going out to bid by June of 2026.



## ADG Team Advantages

Architerra Design Group (ADG) has extensive experience with similar park renovation and improvement projects. Our firm specializes in creating accessible, functional, and aesthetically pleasing public spaces.

### ADA Improvements

We have a strong track record of successfully implementing ADA transition plans through comprehensive hardscape and restroom improvements. Our past projects demonstrate our expertise in bringing parks into full ADA compliance:

- Hillbrook Park (a)(Signal Hill): A complete park renovation that included a full ADA overhaul of pathways and hardscapes.
- Sunset Park (Montclair): Renovation project that resulted in ADA-compliant pathways, hardscaping, two restrooms, and two playgrounds.
- Dominguez Park (Redondo Beach): Successfully upgraded to include fully ADA-compliant pathways, hardscape, and a playground.

### Playground Design and Replacement

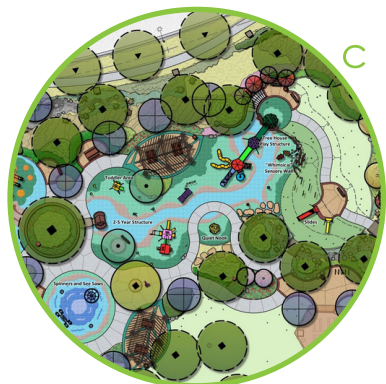
Our team excels at designing and replacing playgrounds with universally accessible and thematically rich designs. We specialize in using modern, safe materials like rubberized surfacing and rubber tile systems.

- Hamilton Park (Pomona): Designed a universally accessible, themed playground, based off community inputs.
- Tierra Rejada Park (Moorpark): Developed a preliminary design for an all-inclusive, accessible playground with a natural, whimsical theme and varying elevations, including a custom sensory wall.
- Vila Borba Park (b)(Chino Hills): Designed a new playground with **rubber tile surfacing**.
- Riverbend Park (Jurupa Valley): Designed a fully accessible playground with a river/nature theme and custom surfacing.

### Lighting and Parking Lot Upgrades

Our design capabilities extend to improving park infrastructure, including LED lighting upgrades and parking lot redesigns that maximize space and functionality.

- Tierra Rejada Park (c)(Moorpark): Developed a conceptual design that included a full upgrade to LED lighting.
- Saratoga Park (Montclair): Redesigned the parking lot to increase the number of stalls and address community needs.
- Villegas Park (Riverside): Redesigned the parking lot to increase stalls and incorporate features like tree planters for added shade.





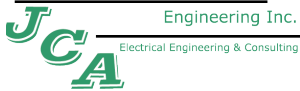


## Subconsultants

### ELECTRICAL ENGINEERING

#### JCA Engineering Inc.

James Corns  
Principal  
909-864-0223  
james.corns@jcaeng.com



JCA Engineering is dedicated to providing efficient innovative architectural lighting design services, and state-of-the-art electrical engineering. JCA is a Certified Small Business Enterprise. Projects successfully completed within the last year represent total construction values exceeding thirty million dollars. Those projects encompassed active and passive recreational sites, sports complexes, arenas, new and renovated educational facilities, efficient public works facilities, religious facilities, and streetscapes for community revitalization.

#### Projects Collaboration with ADG

- Hillbrook Park  
*Client: City of Signal Hill*
- Phil and Nell Soto Park  
*Client: City of Pomona*

### CIVIL ENGINEERING

#### L.D. King, Inc.

Carla Bernard  
Principal  
909-945-0526  
cbernard@ldking.com



L.D. King, Inc. is a full-service civil engineering, planning and land surveying firm serving Southern California. Founded in 1965, L.D. King, Inc. has a long history of providing high-quality professional consulting services. Our firm's longevity is based on our commitment to provide exceptional service. All work will be performed in our Ontario office. We have the latest industry software and graphics equipment to process, plot and print plans and exhibits in-house.

#### Projects Collaboration with ADG

- Celebration Park  
*Client: Lewis Homes*
- Sunset Park  
*Client: City of Montclair*

### GEOTECHNICAL

#### GeoTek

Anna Scott  
Project Geologist  
951-710-1160  
ascott@geotekusa.com



GEOTEK is a full service consulting firm specializing in geotechnical, construction materials testing and inspection services and environmental services since it was incorporated in 1997. Their services are provided by a diverse team of professional who are passionate about their careers and who carry a specialized knowledge of their profession. We approach every project with a team concept in mind, and our reputation for high quality and timely service at competitive rates has established us as an industry leader.

#### Projects Collaboration with ADG

- Hillbrook Park  
*Client: City of Signal Hill*
- Tierra Rejada Park  
*Client: City of Moorpark*

Parklane Park, Ontario

Citrus and Summit Park, Fontana

Hamilton Park, Pomona







## ARCHITECTURE

### SVA Architects

Judy Cheng  
Principal  
949-809-3380  
jcheng@sva-architects.com



ARCHITECTS

Since its founding in 2003, SVA Architects, Inc. has offered architectural planning and design services to civic and municipal clients across California and the western United States. SVA consistently provides an array of comprehensive architectural and master planning services. Throughout this time, SVA has been able to receive both new and repeat work commissions based on our reputation, client satisfaction, educational experience, design excellence, technical expertise, sustainable design approach, teamwork, and our overall commitment to our clients.

#### [Projects Collaboration with ADG](#)

- Moreno Valley Amphitheater Restroom

*Client: City of Moreno Valley*

- Jurupa City Hall

*Client: City of Jurupa*

## PLAYGROUND MANUFACTURER

### Landscape Structures, Inc.

Taylor Smith  
Sales Consultant  
909-767-0201  
tsmith@coastrecreation.net



Landscape Structures is committed to creating a better world by encouraging outdoor activities that develop healthy kids, families and communities. Our commercial playground designs create play areas that welcome all ages and abilities, become signature gathering spaces for communities and offer the most innovative and inclusive playground experiences.

#### [Projects Collaboration with ADG](#)

- Tierra Rejada Park

*Client: City of Moorpark*

- Sunset Park

*Client: City of Montclair*

**Landscape Structures, Inc.** has a subsidiary company, "**Skyways**", which will be providing shadesails for this project.

## STRUCTURAL ENGINEERING

### RGSE, Inc.

Jeff Lubberts, SE  
Principal  
805-522-3379x113  
jeffl@rgseinc.com



RGSE Inc.

RGSE, Inc. strives to be a leader in providing value-added structural engineering services to our clients by creating a successful partnership with them throughout the design and construction process. Our pledge is to establish lasting relationships with our clients by exceeding their expectations and gaining their trust through exceptional performance by every member of our engineering and design team.

#### [Projects Collaboration with ADG](#)

- Dominguez Park

*Client: City of Redondo Beach*

- Moorpark Metrolink Bus Stop

*Client: City of Moorpark*

## SHELTER SYSTEMS

### ICON Shelter Systems, Inc.

Chad Barry  
Consultant  
(951) 541-8380  
cbarry@uniquerecreationinc.com



ICON Shelter Systems, Inc. was started in 2004 by a team of creative industry experts in Holland, MI. We believe in leadership by innovation. Our commitment to customer relationships, personalized design services, and in-house engineering and manufacturing processes empower us to transform our customers thoughts, dreams, and ideas into the most iconic shelter experiences in the world.

#### [Projects Collaboration with ADG](#)

- Sunset Park

*Client: City of Montclair*



## Project Approach:

ADG brings proven experience designing award-winning parks and partnering successfully with cities across Southern California. We understand how to deliver creative, functional designs that respond to site conditions and stay within budget. Our team is prepared to work closely with the City of Chino to bring your vision to life, on time and with purpose.

Upon notice to proceed, ADG will meet and coordinate with the City to review the proposed scope, budget, project details, and confirm a project start date and key milestones. A preliminary project schedule has been provided in this proposal. Based on the agreed-upon start date and milestones, we will update our project schedule accordingly. Following this discussion, our team will prepare a site plan base from the topographic survey and perform a comprehensive site analysis in conjunction with the ADA accessibility assessment report (provided by the City of Chino) to document existing conditions, utilities, and ADA conflicts.

The findings from this site analysis will help identify the opportunities and constraints existing on site for the overall redesign and ADA retrofit criteria. These insights will be integrated into the stated objectives discussed during the initial kick-off meeting with the City along with desired park amenities and will provide a launching point for the two conceptual park design alternatives for City review and selection, one "minimum" approach with standard improvements and amenities and the other being a "Wow Factor" design with higher end amenities.

ADG will facilitate two design review meetings with the City following the initial kick off; the first to present two conceptual design alternatives, taking note of the City's preferred design and any feedback for revisions. The second meeting will be to review the final design concept and supporting exhibits, incorporating all the feedback from the previous meeting. At this time the City can provide any further minor comments for finalizing the design. Additionally, we have included time for a preliminary cost estimate based off the final design.

If no further input is required and the concept is approved, ADG will proceed into the Construction Document Phase. This phase will include the development of the following:

- Geotechnical Report (Geotek)
- Demolition Plans
- Construction plans (Layout and Hardscape)
- Irrigation Plans
- Planting Plans
- Construction, Irrigation, and Planting detailing and specifications
- Lighting and Electric Plan (JCA)
- Grading and Drainage Plans (LD King)
- Restroom Retrofit Plans (SVA)
- Structural Engineering (LSI, Skyways, ICON, and RGSE)



Additionally, ADG has included Bidding Support and Construction Administration for the construction of the new park, of which the City anticipates the timeline taking one year from start to completion.

Throughout the process, we will incorporate City feedback, facilitate revisions, and provide technical support, including RFI responses, submittal reviews and any shop drawings.

Our subconsultant team will provide the following services. Their proposals are included in the separate fee package, which provides specific details of their services.

### **Subconsultant Overviews (full subconsultant proposals are included in the Appendix):**

#### JCA Electrical Engineering:

JCA Electrical will provide electrical construction documents reflecting new parking lot lighting, parking lot replacement lighting, walkway pole replacement lighting, playground pole replacement lighting, monument sign lighting, covered shelter replacement lighting and restroom building replacement lighting at existing park.

#### L.D. King Civil Engineering:

L.D. King will conduct surveying services through boundary research, aerial topographic mapping, preparing a base file and conducting a field topo. Additionally they will prepare construction documents which will include a precise grading and drainage plan and construction support.

#### GeoTek Geotechnical:

GeoTek will conduct a subsurface investigation to characterize soil conditions. Then a field investigation will begin with staking exploration locations, a project representative review for utility clearance, excavating four hand auger borings and two infiltration borings for infiltration testing, and contacting Underground Service Alert (USA). GeoTek will then prepare a Limited Geotechnical and Infiltration Evaluation report within approximately ten working days following the site exploration.

#### SVA Architecture:

SVA Architecture will provide architectural services for the park restroom building which will include the following scope: assessment and conceptual design, construction documents which will include cost-estimates and specifications, and plan checking.

#### RGSE Structural Engineering:

RGSE will provide structural engineering services for a new trash enclosure (one design) for the project.

#### Landscape Structures Inc. Playground Manufacturer:

Landscape Structures will be the playground manufacturer. There is an estimated fee of \$10,000 based off an estimated scope of work for the project. Their subsidiary company, Skyways, will provide shade sails for this project. The structural plans for the shade sails are included in the purchase fee of their equipment.

#### ICON Shelter Systems:

ICON will provide the new shade structure, which will be \$3,500 per structural design.



## Project Assumptions:

- The Parking Lot Expansion is a priority for the City and as such ADG has included all the optional fees from **LD King** and **JCA** to account for the possibility of additional work required. We've also included a fee from **RGSE** for the structural engineering of the trash enclosure that will be designed by ADG.
- The City has indicated that once the contract is approved, the project will have a tight turn around schedule, with roughly 1 month for the conceptual design phase and two months for the construction document phase. ADG has included a Gantt chart schedule for City review.
- The structural engineering fees for the prefabricated structures are estimates based off the manufacturers representatives. These fees may change as the project moves forward and ADG cannot guarantee that they remain as shown in the project scope. If at a later date the estimated structural fees for the prefabricated play and shade structures changes, ADG will notify the City of the change, and provide a change order to cover the extra costs for the structural engineering.
  - The City specifically requested that there will be no deferred submittals regarding amenities requiring structural engineering, which is why ADG provided estimated fees to front load the price of engineering for City Council review.
- 3D renderings of the playground will be provided by **LSI**, ADG will work with **LSI** to get the two proposed playgrounds designed for the initial concept reviews, and **LSI** will provide those initial renderings. When the City has selected their preferred design alternative **LSI** will provide finalized renderings of the play area.
  - 3D renderings will only show the play area and will not include a 3D rendering of the whole site. If the City would like a 3D rendering of more than just the play area, ADG can request a quote from our 3D Modeling Consultant.
- The ADA Site Survey provided by the City will be used as a guideline by ADG for addressing the ADA issues where they occur on site. ADG will work with our subconsultant, **LD King**, to address corrections needed to the hardscape, parking and picnic seating areas

*Our Scope of Services are further detailed below and are listed in order of anticipated completion.*



## Scope of Services

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

### A. Conceptual Design:

1. Project Kick-Off meeting with Client to discuss the project goals and schedules. (Virtual)
2. Site Visit/Field Inventory to review existing conditions, opportunities and constraints.
3. Geotechnical Soil Sample for Geotechnical report (for the construction document phase) to be performed and provided by **Geotek Engineering**. Geotechnical report to be provided within 10 working days for use in the construction document phase. (Structural & Infiltration)
4. Program Development.
5. Base Sheet Development at 1" = 30' scale, on 30" x 42" sheet format, one sheet total, using an AutoCAD topographic survey, provided by **L.D. King**.
6. Base Sheet Development at 1" = 10' scale, on 30" x 42" sheet format, one sheet total, using an AutoCAD topographic survey, provided by **L.D. King**.
7. Preparation of informal overall tissue design sketches. Two (2) proposed design alternatives, one a budget friendly "basic" improvements concept and another with "Wow Factor" higher end improvements and amenities for review and comment by Client. Design sketches will also be used to discuss initial construction budgets.
8. Preparation of informal enlargement tissue design sketches of the play areas to showcase the "Basic" and "Wow Factor" playground designs. Two (2) proposed design alternatives.
9. Rendering of design sketches for presentation to the City.
10. 3D Rendering of each proposed playground design alternative, one for each concept, two (2) total by **LSI**.
11. Prepare theme and materials board (up to three) to cover proposed site amenities, material choices, and plant palette.
12. Preliminary Restroom retrofit photo markups to be provided by **SVA** for City review of proposed scope of work changes and approval.
13. Client design progress review meeting to review the two (2) design alternatives. At that time, the City will provide direction on their preferred alternative. One (1) virtual meeting total.
14. Minor conceptual revisions of preferred design alternative.
15. Preparation of budgetary estimate of probable construction cost.
16. Client preferred concept review meeting. One (1) virtual meeting total.
17. Project Administration (Bi-Weekly Status Report and Project Scheduling).
18. Telephone Consultation.
19. Consultant Coordination.



**B. Construction Document Phase:**

1. Prepare title sheet (using the City of Chino title block). 24" x 36" Sheet, at 20-scale.
2. Prepare Demolition Plan ADG indicating all removals and items to remain relating to the landscape portions of the site. The demolition plan for the improvements at the restroom will be per **SVA**. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
3. Prepare Grading/Drainage Plans and LID plans by Civil Engineer (**LD King**).
4. Prepare Storm Water Pollution Prevention Plan (SWPPP) (**LD King**).
5. Prepare Water Quality Management Plan (WQMP) (**LD King**).
6. Coordination with Civil Engineer.
7. Prepare Construction Plan for layout and detailing of hardscape, amenities, surfacing, etc. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
8. Playground vendor coordination (**LSI**), layout plans and final color selections.
9. Prepare construction details for all proposed construction items and amenities. Structural engineering details and responsibilities described in item #15.
10. Material and site furnishings selections & coordination.
11. Electrical Engineering plans to be provided by **JCA**.
12. Coordination with Electrical Engineer.
13. Restroom Retrofit Construction Plans to be provided by **SVA**.
14. Coordination with Architect.
15. Structural Engineering Coordination with playground manufacturer (**LSI**), shade structure manufacturers (**Skyways & ICON**) and **RGSE** Structural Engineers to provide structural engineering for the proposed new Trash Enclosure. \$10,000 estimated for structural engineering for a "Wow Factor" playground by **LSI**, shade sail engineering is built into product price by **Skyways**, \$3,500 per unique overhead steel structures for the structural engineering by **ICON**, & \$5,000 for the trash enclosure structural engineering by **RGSE**.
16. Prepare Landscape Irrigation Plans. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
17. Prepare Water Efficiency Landscape Worksheet. \*
18. Prepare 2 Irrigation Controller Charts. \*
19. Prepare irrigation details.
20. Prepare Landscape Planting Plans. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
21. Prepare planting details.
22. Provide Soils Test and Soils Management Report. \*
23. Prepare Annual Irrigation and Planting Maintenance Schedule. \*
24. Prepare construction specifications (8.5" x 11" Book Form).
25. Prepare final probable construction cost estimate based off Bid-Ready Plans.
26. In-house plan checking and plan check corrections.
27. Submit completed plans for City's review and comments. Revise plans based on City comments.





28. Agency plan check corrections.
29. Package coordination.
30. Client/Agency/Consultant progress meetings. Four (4) meetings total, spaced at 50%, 75% 90-100% & post plan check comments. (Virtual)
31. Meeting preparation/meeting agenda and minutes.
32. Project administration (Preparation of bi-weekly status report and project scheduling).
33. Telephone consultation.
34. Utility Research (irrigation point of connection, pressure).

**C. Bidding Phase:**

1. Attend a Pre-Bid meeting.
2. Review and answer RFI's (requests for information) from contractors relating to questions in the bidding phase.
3. Restroom Retrofit Bid Support by **SVA**.

**D. Construction Observation Phase:**

1. Attend the pre-construction kick off meeting. (one, on site meeting)
2. Review and approve submittals provided by the Contractor.
3. Respond to RFI's. (requests for information)
4. Shop Drawing Review as needed.
5. Construction observation site visits. City anticipates Bi-Weekly meetings for the duration of the project (1 year, 26 meetings). Twenty-six (26) meetings are programmed at the request of the City.
6. Final site certification walk, will include final punch list and certification of the site once approved.
7. Preparation of site review reports for submittal to City for review, and contractor for correction. (twenty-eight (28) reports total)
8. Preparation of digitized irrigation As-Builts based off contractor mark-ups/redlines for Irrigation portion of project.
9. Civil Engineering Construction Administration provided by **LD King**.
10. Electrical Engineering Construction Administration and shop drawing review provided by **JCA**.
11. Architectural Construction Administration for on-site restroom building, provided by **SVA**.

\* Items required for AB 1881 California Water Efficient Landscape Ordinance.



## Fees Schedule

The fee schedule outlined below represents a fixed fee for services associated with both the design and construction phases of the Shady Grove Park project. These fees are based on the defined scope of work and are intended to cover all necessary tasks outlined in our proposal.

<b>A: Conceptual Design Phase:</b>		<b>\$43,290.00</b>
Architerra (Landscape Architect)	\$19,705.00	
Geotek (Geoengineering)	\$7,370.00	
LD King (Civil Engineering)	\$12,700.00	
SVA Architects (Architectural)	\$3,515.00	
<b>B: Construction Document Phase:</b>		<b>\$131,405.00</b>
Architerra (Landscape Architect)	\$50,370.00	
LD King (Civil Engineering)	\$25,700.00	
JCA Engineering (Electrical Engineer)	\$27,400.00	
SVA Architects (Architectural)	\$9,435.00	
ICON (Structural)	\$3,500.00	
LSI Playground (Structural)	\$10,000.00	
RGSE (Structural)	\$5,000.00	
<b>C: Bidding Assistance:</b>		<b>\$2,680.00</b>
Architerra (Landscape Architect)	\$1,755.00	
SVA Architects (Architectural)	\$925.00	
<b>D: Construction Administration:</b>		<b>\$32,365.00</b>
Architerra (Landscape Architect)	\$26,190.00	
LD King (Civil Engineering)	\$1,200.00	
JCA Engineering (Electrical Engineer)	\$2,200.00	
SVA Architects (Architectural)	\$2,775.00	
<b>PROJECT SERVICE SUBTOTAL:</b>		<b><u>\$209,740.00</u></b>
Estimated Reimbursable Allowance		\$2,500.00
<b>GRAND TOTAL (with estimated reimbursable allowance):</b>		<b><u>\$212,240.00</u></b>

**Proposer: Signed 10/16/2025**

**Architerra Design Group**


**Gregg Denson, President, CA PLA #4302**

**Accepted By:**

**City of Chino**

**Michael Milhiser, Parks and Facilities Division**

X 

X 





### Architerra Design Group Hourly Rates

President/Principal.....	\$200.00/Hour
Director.....	\$175.00/Hour
Project Manager.....	\$135.00/Hour
Landscape Designer.....	\$125.00/Hour
CAD Designer.....	\$110.00/Hour
Clerical.....	\$65.00/Hour

### Reimbursable Expenses

Reimbursable expenses can vary and are dependent on the needs and demands of the Client. The following costs shall be reimbursed at cost plus, and are not included in the Fee for Professional Services:

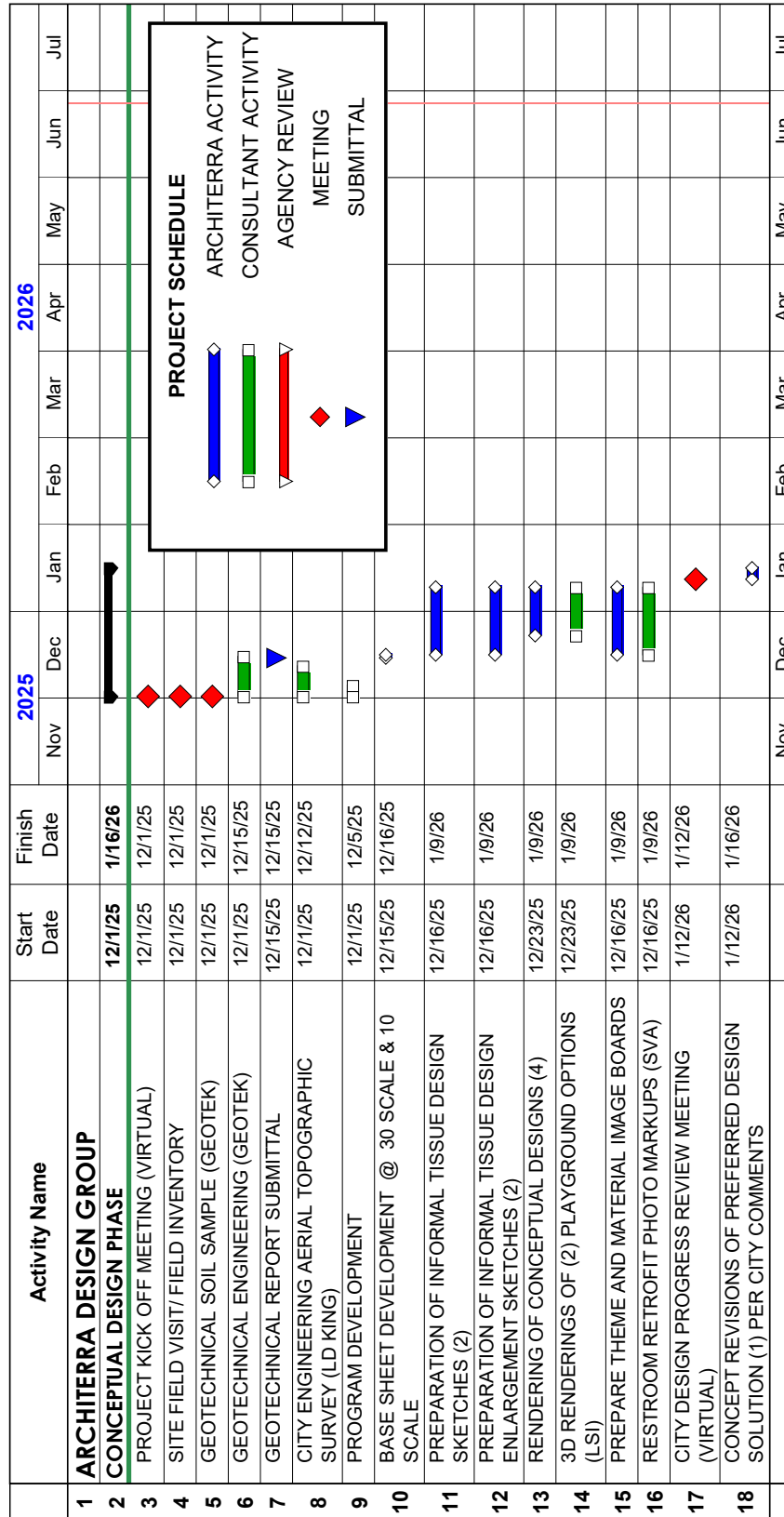
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Third-Party Agronomic Soils Tests and Reports.





## Gantt Chart Schedule

### PRELIMINARY SCHEDULE OF WORK SHADY GROVE PARK CITY OF CHINO, CA





## Gantt Chart Schedule

















### PRELIMINARY SCHEDULE OF WORK SHADY GROVE PARK CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date	2025			2026						
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
19	PREPARATION OF BUDGETARY ESTIMATE OF PROBABLE CONSTRUCTION COST FOR THE FINALIZED CONCEPT (1)	1/12/26	1/16/26			◊◊							
20	CLIENT PREFERRED CONCEPT REVIEW MEETING (VIRTUAL)	1/16/26	1/16/26			◆							
21	PROJECT ADMINISTRATION, TELEPHONE CONSULTATION,	12/1/25	1/16/26	◊		◊							
22	CONSULTANT COORDINATION	12/1/25	1/16/26	◊		◊							
23	CONSTRUCTION DOCUMENT PHASE	1/19/26	6/26/26			■							
24	TITLE SHEET PREPARATION (CITY OF CHINO TITLE BLOCK)	1/19/26	1/23/26			◊							
25	CONSTRUCTION DOCUMENT BASE SHEET PREPARATION @ 20 SCALE	1/19/26	1/23/26			◊							
26	SITE DEMOLITION PLAN PREPARED	1/19/26	1/30/26			◊							
27	RESTROOM DEMOLITION PLAN PREPARED (SVA)	1/19/26	1/30/26			■							
28	CIVIL ENGINEERING GRADING AND DRAINAGE PLANS (LD KING)	1/19/26	3/13/26			■							
29	WQMP & SWPPP PLANS (LD KING)	1/19/26	3/13/26			■							
30	CIVIL ENGINEERING COORDINATION	1/19/26	3/13/26			◊							
31	CONSTRUCTION PLANS PREPARATION	1/19/26	2/20/26			◊							
32	PLAYGROUND PLANS PREPARED (LSI)	1/19/26	2/20/26			■							
33	PLAYGROUND VENDOR COORDINATION	1/19/26	2/20/26			◊							
34	CONSTRUCTION DETAILS PREPARATION	1/19/26	2/20/26			◊							
35	MATERIAL AND SITE FURNISHINGS SELECTIONS & COORDINATION	1/19/26	2/20/26			◊							
36	LIGHTING AND ELECTRICAL PLANS (JCA)	2/2/26	3/13/26			■							
37	COORDINATION WITH ELECTRICAL ENGINEER	2/2/26	3/13/26			◊							



## Gantt Chart Schedule

### PRELIMINARY SCHEDULE OF WORK SHADY GROVE PARK CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date	2025		2026						
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
38	RESTROOM RETROFIT CONSTRUCTION PLANS (SVA)	2/2/26	3/20/26									
39	COORDINATION WITH ARCHITECT	2/2/26	3/20/26									
40	STRUCTURAL ENGINEERING COORDINATION (LSI, SKYWAYS, ICON, AND RGSE)	2/2/26	3/20/26									
41	IRRIGATION PLANS PREPARATION	2/9/26	3/13/26									
42	PREPARE WATER EFFICIENCY LANDSCAPE WORKSHEET	2/9/26	3/13/26									
43	PREPARE IRRIGATION CONTROLLER CHARTS	2/9/26	3/13/26									
44	IRRIGATION DETAILS PREPARATION	2/9/26	3/13/26									
45	PREPARE LANDSCAPE PLANTING PLANS	2/2/26	3/6/26									
46	PLANTING DETAILS PREPARATION	2/2/26	3/6/26									
47	SOILS TEST AND SOILS MANAGEMENT REPORT	2/2/26	3/6/26									
48	PREPARE ANNUAL IRRIGATION AND PLANTING MAINTENANCE SCHEDULE	3/2/26	3/20/26									
49	PREPARE CONSTRUCTION, IRRIGATION, & PLANTING SPECIFICATIONS IN BOOK FORMAT (8.5X11)	3/2/26	3/20/26									
50	CONSTRUCTION DOCUMENT COST ESTIMATE PREPARATION	3/2/26	3/20/26									
51	IN HOUSE PLAN CHECKING AND PLAN CHECK CORRECTIONS	3/23/26	4/3/26									
52	PLAN CHECK SUBMITTAL	4/6/26	4/6/26									
53	CITY/ AGENCY REVIEW (4-6 WEEKS)	4/6/26	5/15/26									
54	AGENCY PLAN CHECK CORRECTIONS	5/18/26	5/22/26									
55	CITY/ AGENCY REVIEW (3-4 WEEKS)	5/25/26	6/19/26									
56	PACKAGE COORDINATION	1/19/26	6/26/26									



## Gantt Chart Schedule

### PRELIMINARY SCHEDULE OF WORK SHADY GROVE PARK CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date	2025		2026						
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
57	PROJECT ADMINISTRATION AND TELEPHONE CONSULTATION	1/19/26	6/26/26									
58	CLIENT/AGENCY/CONSULTANT PROGRESS MEETINGS AT 50%, 75%, 90-100% AND POST PLAN CHECK (4 VIRTUAL)	2/11/26 2/25/26 3/11/26 5/18/26	2/11/26 2/25/26 3/11/26 5/18/26									
59	PROJECT ADMINISTRATION AND TELEPHONE CONSULTATION	1/19/26	6/26/26									



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# APPENDIX

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## Appendix: Relevant Experience



Type of Project:

Park Retrofit

Year Completed:

2025

Subconsultants:

JCA, GeoTek

**Reference:**

Jesus Saldana, Associate  
Engineer

City of Signal Hill

(562) 989-7352

Email:

jsaldana@cityofsignalhill.org

**Description of Services:**

- Landscape Design and Site Planning

### HILLBOOK PARK

#### Signal Hill, CA

For this park retrofit in Signal Hill, California, ADG exceeded client expectations by managing all phases- from site planning and design to construction documentation and cost estimation- ensuring timely delivery and budget adherence. We enhanced responsiveness through meticulous scope control, clearly defining deliverables like site planning, design, community outreach, and construction docs to prevent creep.

Our sub consultant team included Civil, Electrical, Structural and Geotechnical Engineering. The result: a beloved, inclusive playground for children of all ages, plus a relaxing space for supervising adults, fostering community satisfaction.





## Appendix: Relevant Experience



Type of Project:

Park Retrofit

Year Completed:

2023

Subconsultants:

JCA

**Reference:**

Shandy Dittman, Public Works

Project Manager

City of Pomona

(909)620-3797

Email:

shandy.dittman@pomonaca.gov

**Description of Services:**

- Landscape Design and Site Planning

### HAMILTON PARK

Pomona, CA

ADG prioritized client satisfaction through multiple stages of community outreach, delivering a universally accessible and visually vibrant space that the community enthusiastically embraces and uses daily. We ensured timeliness by proactively resolving a building and safety plan check issue via direct, responsive engagement with the City and key disciplines.

Our team demonstrated exceptional responsiveness in addressing scope and design challenges, including swift coordination with the City to replace a fallen oak tree and reposition a restroom to align with CPTED principles while minimizing neighbor impact. Additionally, ADG optimized the budget by skillfully incorporating community-requested elements into the compact footprint, such as bioswales, an ADA accessible walking path, pinata pad, and inclusive play elements. The result is the City of Pomona's first all-inclusive playground and park.





## Appendix: Relevant Experience



### Type of Project:

Park Retrofit

### Year Completed:

2025

### **Reference:**

Charles Eder, PE  
Principal Engineer  
City of Redondo Beach  
(310) 697-3215  
Email:  
Charles.Eder@redono.org

### **Description of Services:**

- Landscape Design and Site Planning

## **DOMINGUEZ PARK** **Redondo Beach, CA**

The City of Redondo Beach hired ADG to create a conceptual landscape master plan and construction documents for the Dominguez Park playground renovation. The project's goal was to revitalize the park's 1.25-acre playground area, which is part of the larger 24-acre park. The plan called for several key improvements, including replacing outdated equipment with new, themed playground structures and installing new rubberized surfacing for enhanced safety. The project also focused on improving accessibility by creating new ADA-compliant pathways and developing a new, improved trail system within the playground area.

ADG successfully delivered both the conceptual master plan and the final construction documents, providing the City of Redondo Beach with a comprehensive plan to bring the redesigned playground to life. The project is now complete, and the community can enjoy a modern, safe, and accessible play area.





## Appendix: Relevant Experience

### Project Manager Experience with References



Type of Project:

Park Retrofit

Year Completed:

2025

Subconsultants:

JCA, Landscape Structures Inc.

**Reference:**

Rosemary Hoerning  
Major Projects Manager  
City of Montclair, Public Works  
(909) 625-9446  
Email:  
rhoerning@cityofmontclair.org

**Description of Services:**

- Landscape Design and Site Planning

### SUNSET PARK Montclair, CA

The goal of this project was to transform the park into a safer, more community-friendly environment. Our scope of work included the design of the planting, irrigation, and hardscape for the park's interior.

A key element of our design was a meandering, ADA-accessible concrete path that encircles the park. This path was carefully planned in collaboration with L.D. King Civil Engineering to maximize its walking benefits while preserving the park's existing mature trees. Our design also included a new playground addition, while ensuring the existing playground equipment in the northern section would remain. The planting plan specifically featured drought-tolerant trees and shrubs to align with sustainable landscape practices. This completed project has successfully provided the community with an updated, functional, and beautiful public space.





## Appendix: Relevant Experience

ACTIVE AND PASSIVE SPACES



COMMUNITY GARDEN



EXERCISE STATIONS ALONG TRAIL



SHADE TREES ALONG TRAIL



PICNIC AREA



GRASSY MEADOW



9TH HOLE ON HILLCREST LAKES



CALIFORNIA NATIVE CREEPER- HILL AVE



### 20-ACRE NATURE PARK

#### Wildomar, CA

#### Type of Project:

New Park

#### Year Completed:

In-Progress

#### Subconsultants:

JCA

#### **Reference:**

City of Wildomar

Abdu Lachgar,

Director of Planning

(951) 677-7751 x213

Email:

alachgar@cityofwildomar.org

#### **Description of Services:**

- Landscape Design and Site Planning

ADG is currently preparing the complete design package for a new 20-acre passive park. Our work for this project includes all phases of design, from the Conceptual Design and Design Development through to the Construction Documents, Specifications, and Cost Estimate.

The goal is to create a multi-functional green space with a wide range of amenities for the community. The planned features include a new parking lot, a permanent restroom, and a pedestrian bridge to connect to the main park. We are also designing a complete trail system, shade shelters, and an additional permanent restroom near the Gierson Street parking area. The construction document packages will be fully detailed, providing all necessary specifications and cost estimates to ensure the project can move smoothly into the construction phase.



## Subconsultant Proposal; GeoTek



**GeoTek CA, Inc.**

**Address:** 1548 N Maple St, Corona, CA 92878 **Website:** [www.geotekusa.com](http://www.geotekusa.com)  
**Main:** (951) 710-1160 **Fax:** (951) 710-1167

October 6, 2025  
Proposal No. P-1000925-CR

**Architerra Design Group**

10221-A Trademark Street  
Rancho Cucamonga, California 91730

Attention: Mr. Andrew Krumwiede

Subject: **Proposal for a Limited Geotechnical and Infiltration Evaluation**  
City of Chino Shady Grove Park Improvement Project  
6776 Chino Avenue  
Chino, San Bernardino County, California

Dear Mr. Krumwiede:

As requested, GeoTek, Inc. (GeoTek) is pleased to submit this proposal to prepare a Limited Geotechnical and Infiltration Evaluation for the City of Chino Shady Grove Park renovation project located at 6776 Chino Avenue, in the City of Chino, San Bernardino County, California. This proposal has been prepared based on the information provided and GeoTek's experience with these types of projects.

### Site and Project Description

The project consists of renovation of the existing park improvements, which is understood to consist of, but not necessarily limited to, Americans with Disabilities Act (ADA) improvements, replacement of the existing picnic pavilion and playground, lighting upgrades and redesign of the existing parking lot. Minimal cuts and fills are anticipated to be required during construction. Based upon information provided, the proposed improvements are to be supported by shallow foundation systems. On-site stormwater management is also anticipated for the project.

Based on review of published geologic maps, the project area is underlain by alluvium. Some surficial fill is most likely to be present due to the existing site improvements.

No active or potentially active faults are known to exist at the project site, nor is the project site situated within an "Alquist-Priolo" Earthquake Fault Zone. The project site is located within an area identified by the State of California as having a potential for liquefaction.



## Subconsultant Proposal; GeoTek

### Architerra Design Group

Proposal for a Limited Geotechnical and Infiltration Evaluation  
Chino, San Bernardino County, California

Proposal No. P-1000925-CR

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### Proposed Scope of Work

In order to characterize the subsurface soil conditions at the site, GeoTek will perform a reconnaissance of the site. Permission/approval to enter the project site area and coordination to excavate and collect soil samples on the property will need to be provided by Architerra Design Group.

GeoTek will excavate a minimum of four (4) exploratory hand auger borings in currently accessible areas of the park. The borings will be excavated within the area of the proposed renovations. All of the borings will be excavated to a maximum depth of approximately five (5) feet, or refusal, whichever occurs first. Bulk and in-situ soil samples will be obtained from the excavations.

Additionally, two (2) infiltration borings will be excavated to a depth of approximately five (5) feet each below existing grades and will subsequently be utilized for infiltration testing. The infiltration testing will be completed in general conformance with County of San Bernardino guidelines.

Once the excavating and sampling operations are completed, the boreholes will be backfilled with the soil cuttings and capped with native soil.

Prior to performing the field investigation, a representative of GeoTek will stake or spray paint the proposed exploration locations. Please be advised that GeoTek will not commence the field investigation until a representative of the project has reviewed the proposed exploration locations and has verified that those locations are clear of buried utility lines. Prior to conducting the field explorations, GeoTek will contact Underground Service Alert (USA) to identify buried utilities that may be in the vicinity of the proposed exploration locations. This service does not mark locations of privately owned utilities. The fee for a private utility locator has not been included in the costs of this proposal to identify possible private utilities within the proposed areas of work which would not be marked by the public utility locator. Regardless of the use of a private utility locator, GeoTek will not be responsible for damage to unmarked subsurface structures or appurtenances as a result of the field activities.

Soil samples obtained from the explorations will be reviewed for subsequent laboratory testing. Laboratory testing will likely include in-situ moisture content, maximum density/optimum moisture content, direct shear, expansion index and corrosion testing. Subsequent to the completion of the field work and laboratory testing, a Limited Geotechnical and Infiltration Evaluation report will be prepared. The report will include but not necessarily be limited to overall feasibility of the proposed improvements from a geotechnical standpoint; exploration





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logs including descriptions of materials encountered; an exploration location map; geologic setting; site seismic criteria; depth to groundwater if encountered; geotechnical hazards; soil corrosivity and soluble sulfate test results; foundation design recommendations; preliminary parking lot design sections; infiltration test results; and geotechnical recommendations for grading and construction.

The cost for the Limited Geotechnical and Infiltration Evaluation is **\$7,370**. A more detailed breakdown of the costs is included in the fee estimate table attached to this proposal.

A final report can be submitted within approximately 10 working days following completion of the site exploration. It is estimated that work can commence as soon as written authorization is received. Assuming there are no delays due to availability of exploration equipment, site accessibility and inclement weather, it is anticipated that the field phase of the study will commence promptly once authorized by the client.

### CLOSURE

The fees covered by the above estimate are limited to the stated scope and do not include any response to jurisdictional review questions, construction-related services, additional meetings or consultations that may be requested. Services beyond those outlined in this proposal and requested/authorized will be invoiced at the prevailing hourly rates, as indicated on the attached Work Authorization and Agreement.

Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to this office.

If GeoTek receives a request to proceed (whether verbal, in writing or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek provides any or all of the services, GeoTek and Architerra Design Group expressly agree that the terms of this proposal, the attached fee schedule and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed.





## Subconsultant Proposal; GeoTek

**Architerra Design Group**

Proposal for a Limited Geotechnical and Infiltration Evaluation  
Chino, San Bernardino County, California

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GeoTek appreciates the opportunity of submitting this proposal and have included a contract for the scope of services. GeoTek looks forward to working with Architerra Design Group towards the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,

**GeoTek, Inc.**

Anna M. Scott  
Project Geologist

Bruce A. Hick  
GE 2284, Exp. 12/31/26  
Geotechnical Engineer

Edward H. LaMont  
CEG 1892, Exp. 07/31/26  
Principal Geologist

Enclosures: Breakdown of Costs  
Work Authorization and Agreement







## Subconsultant Proposal; GeoTek



**GeoTek CA, Inc.**

Address: 1548 N Maple St, Corona, CA 92878 Website: [www.geotekusa.com](http://www.geotekusa.com)  
Main: (951) 710-1160 Fax: (951) 710-1167

### Appendix A

**Breakdown of Costs for a Limited Geotechnical Evaluation  
Shady Grove Park Improvement Project - 6776 Chino Avenue  
Chino, San Bernardino County, California**

TASK	QTY	RATE	TOTAL	Notes
<b>TASK NO. 1 SCHEDULING AND PROJECT COORDINATION</b>				
Staff Engineer/Geologist	2 Hours	\$ 167	\$ 334	
SUBTOTAL:			\$ 334	
<b>TASK NO. 1 SUBSURFACE INVESTIGATION</b>				
Field Engineer/Geologist	24 Hours	\$ 140	\$ 3,360	
Field Supplies	1 Each	\$ 50	\$ 50	
SUBTOTAL:			\$ 3,410	
<b>TASK NO. 3 LABORATORY TESTING</b>				
In-situ Moisture Content	5 Each	\$ 40	\$ 200	
Expansion Index	1 Each	\$ 202	\$ 202	
Corrosion Suite Testing with Sulfates	2 Each	\$ 270	\$ 540	
Direct Shear	1 Each	\$ 320	\$ 320	
Proctor - Moisture Density Curve	1 Each	\$ 260	\$ 260	
SUBTOTAL:			\$ 1,522	
<b>TASK NO. 4 ENGINEERING AND REPORT PREPARATION</b>				
Office Services/Drafting	2 Hours	\$ 82	\$ 164	
Staff Engineer/Geologist	8 Hours	\$ 167	\$ 1,336	
Project Engineer/Geologist	2 Hours	\$ 179	\$ 358	
Principal Engineer/Geologist	1 Hours	\$ 246	\$ 246	
SUBTOTAL:			\$ 2,104	
TOTAL:			\$ 7,370	







## Subconsultant Proposal; GeoTek

### GeoTek CA, Inc.

#### PROJECT INFORMATION

Project Name: Shady Grove Park - Limited Geotechnical Evaluation

Project Location: Chino, San Bernardino County, California

Scope of Services Scope and estimated fees are outlined in text of proposal and/or below under "Special Instructions." Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.

Fee Estimate: \$7,370.00

Retainer: \_\_\_\_\_

COD: \_\_\_\_\_

Reimbursable Expenses not in fee Estimate: \_\_\_\_\_

### Work Authorization And Agreement

Date: 10/6/2025

Proposal No: P-1000925-CR

Project No: \_\_\_\_\_

Special Instructions: --

#### CLIENT INFORMATION

Name: Architerra Design Group

Attention: Mr. Andrew Krumwiede

Address 1: 10221-A Trademark Street

Address 2: \_\_\_\_\_

City: Rancho Cucamonga

State: CA

Zip: 91730

Email: akrumwiede@architerradesigngroup.com

Phone No: \_\_\_\_\_ Ext: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

#### TERMS AND CONDITIONS

**1) AGREEMENT.** This Work Authorization and Agreement together with the proposal P-1000925-CR (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as identified above, and GeoTek CA, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, ("Services"). GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

**2) FEES/QUOTATIONS.** Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

**3) BILLING AND PAYMENT.** Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

**4) ADDITIONAL SERVICES.** Client acknowledges that it is impossible to predict what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek may issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization to proceed with such Additional Services. If GeoTek issues Client a Change Order, Client must notify GeoTek of any disagreements with or amendments to any of the terms of the Change Order within twenty-four hours of receipt. Client's failure to provide GeoTek with such timely notice will constitute acceptance of the terms of the Change Order and Client will be responsible for all additional charges, costs, fees and expenses incurred by GeoTek for such Additional Services. Fax transmissions and email are acceptable modes of confirmation. The Terms and Conditions of this Agreement and most recent fee schedule will apply to all Additional Services regardless of whether GeoTek issues a Change Order or not.

#### 5) RIGHT OF ENTRY.

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

#### 6) PERFORMANCE.

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

**7) HAZARDOUS MATERIALS.** GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.



## Subconsultant Proposal; GeoTek

### GeoTek CA, Inc.

### Work Authorization And Agreement

**8) PROFESSIONAL OPINION.** GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

**9) INSURANCE.** GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

### **10) INDEMNIFICATION AND LIMITATION OF LIABILITY.**

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, but only to the extent that a court of competent jurisdiction determines GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement, but only to the extent that a court of competent jurisdiction determines the Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**11) DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

**12) JOBSITE SAFETY.** Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

**13) OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting therefrom.



## Subconsultant Proposal; GeoTek

### GeoTek CA, Inc.

### Work Authorization And Agreement

**14) FORCE MAJEURE.** Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

### 15) TERMINATION.

a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.

b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.

c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;

ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

### 16) SUSPENSION OF SERVICES.

a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.

b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.

c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 17) MISCELLANEOUS.

a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.

b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.

d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.

e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.

f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

**18) AMENDMENTS.** Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed and initialed by GeoTek and Client.

**By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.**

CLIENT'S Authorized Signature of Acceptance:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

CONSULTANT Authorized Signature of Acceptance:

By: \_\_\_\_\_  
Signature  
Ed LaMont, CEG  
\_\_\_\_\_  
Printed Name  
Area Manager P-1000925-CR  
Title: \_\_\_\_\_



## Subconsultant Proposal; GeoTek



### GeoTek CA, Inc.

Address: 1548 N Maple St, Corona, CA 92878 Website: www.geotekusa.com  
Main: (951) 710-1160 Fax: (951) 710-1167

### Riverside 2025 Master fee Schedule (Non-Prevailing Wage Project)

#### GEOTECHNICAL, SPECIAL INSPECTION AND CONSTRUCTION MATERIALS TESTING SERVICES

##### PERSONNEL RATES

###### Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	\$ 246.00	Hour
Geotechnical Engineer	\$ 213.00	Hour
Project Engineer/Geologist	\$ 179.00	Hour
Staff Engineer/Geologist	\$ 167.00	Hour
Field Engineer/Geologist	\$ 140.00	Hour
Field Supervisor	\$ 130.00	Hour
Project Administration/Drafting	\$ 82.00	Hour

###### Inspectors and Technicians

Staff Type	Unit Rate	Unit
Lead Inspector	\$ 111.00	Hour
Certified Welding Inspector(AWS/CWI)	\$ 123.00	Hour
Soils Technician	\$ 98.00	Hour
ICC Certified Inspector(RC, PC, RM, SS, FP)	\$ 98.00	Hour
ACI Technician	\$ 98.00	Hour
Proof Load Testing	\$ 174.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar: One Man Crew	\$ 278.00	Hour
Ground Penetrating Radar: Two Man Crew	\$ 375.00	Hour
Non-Destructive Testing (ASNT): Level III Review	\$ 278.00	Hour
Magnetic Particle Testing Level II	\$ 185.00	Hour
Ultrasonic Testing Level II	\$ 185.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring: Coring Machine Operator with equipment	\$ 174.00	Hour
Coring: Helper (Add Per Hour)	\$ 98.00	Hour
Wood Fabrication Inspection	\$ 153.00	Hour
Nailing Inspection	\$ 123.00	Hour
Roofing Inspection	\$ 123.00	Hour
Laboratory Technician	Quote Upon Request	Hour
Sample Pick-up Driver (If not done on a per trip basis)	\$ 98.00	Hour

##### ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

##### LABORATORY TESTS

###### Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 405.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 399.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 266.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 200.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 405.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 399.00	Each
Collapse/Swell ASTM D4546	\$ 127.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 260.00	Each
Compaction, Modified Proctor ASTM D698	\$ 260.00	Each
Hveem Maximum Density, CT 304/308	\$ 466.00	Each
Consolidation ASTM D2435, D4546	\$ 300.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 270.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 320.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 320.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 202.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 200.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 380.00	Each
Specific Gravity of Soil, ASTM D854	\$ 229.00	Each
Percent Finer than #200 Sieve ASTM D1140	\$ 159.00	Each
Permeability of Granular Soils ASTM D2434	\$ 232.00	Each

###### Soils and Asphalt Continued

Description	Unit Rate	Unit
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 666.00	Each
"R" Value ASTM D2844/CT 301	\$ 439.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 173.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 153.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 100.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 202.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 100.00	Each
Soil Classification, ASTM D 2487	\$ 373.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 40.00	Each
Water Soluble Sulfate	\$ 79.00	Each
Organic Content, ASTM D 2974	\$ 60.00	Each

###### Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 100.00	Each
Trial Batches ASTM C192		Each
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 159.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 47.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 267.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 132.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 202.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 100.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 68.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 399.00	Each
Sulfate Soundness (per sieve), ASTM C88	\$ 719.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 159.00	Each
Cleaness Value, CT 227	\$ 159.00	Each
Moisture Content of Aggregate ASTM C29	\$ 100.00	Each
<b>Concrete</b>		
Shrinkage, set of 3, ASTM C157, CT 530	\$ 534.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 40.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 40.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	\$ 60.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 40.00	Each
Concrete Core Compression ASTM C42	\$ 95.00	Each
Split Per-diem, Including Lodging (Beyond 100-Mile Radius)	\$ 100.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 60.00	Each
Unit Weight of Lightweight ASTM C495	\$ 74.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 100.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 147.00	Each
Emission of Moisture through Concrete	\$ 132.00	Each

###### Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 33.00	Each
Brick Compression ASTM C67	\$ 68.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 100.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 147.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 114.00	Each
Absorption & Moisture of Block ASTM C140	\$ 33.00	Each
Compression, Grout Prisms, ASTM C39	\$ 40.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 40.00	Each
Compression, Composite Prisms, ASTM E447	\$ 147.00	Each
Compression, Masonry Core, ASTM C140	\$ 100.00	Each
Shear, Masonry Core, CCR Title 24	\$ 132.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 40.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 213.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 40.00	Each



## Subconsultant Proposal; GeoTek



### GeoTek CA, Inc.

Address: 1548 N Maple St, Corona, CA 92878 Website: [www.geotekusa.com](http://www.geotekusa.com)  
Main: (951) 710-1160 Fax: (951) 710-1167

#### Reinforcing Steel Tests

Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 132.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 227.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 107.00	Each
Tensile #11 Rebar ASTM A370	\$ 107.00	Each
Tensile #14 Rebar ASTM A370	\$ 267.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 100.00	Each

#### Prestressing Steel Tests

Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 50.00 per test; for Modulus of Elasticity)	\$ 399.00	Each

#### Structural Steel Tests

Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM	\$ 200.00	Each
Mild Steel Not Over 1" Thick		Each
Tensile Strength, ASTM A370 (test only)	\$ 200.00	Each
Anchor Bolts, A 505	\$ 279.00	Each
Tensile Strength	\$ 267.00	Each
Bolts Proof Load or Ultimate	\$ 167.00	Each
Hardness (Rockwell)	\$ 68.00	Each

#### Fireproofing Tests

Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 68.00	Each
Fireproofing Density Test ASTM E605	\$ 60.00	Each

#### Miscellaneous

Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 246.00	Each
Weld Procedure Review	\$ 492.00	Each
QA/QC Plan Written Procedures	Quote Upon Request	
Administrative/Clerical Services	\$ 82.00	Each

#### BASIS OF CHARGES

Description	Unit Rate	Unit
Work from 0-4 hours	4-Hour Minimum Billing	
Work from 4-8 hours	8-Hour Minimum Billing	
Project Management as Project Engineer/Geologist	1- Hour Minimum weekly	
Work over 8 hours per day, or on Saturdays	Time and One-Half	
Work over 12 hours per day	Double Time	
Work on Sundays/Holidays	Double Time	
Show-Up Time	2-Hour Minimum Billing	
Laboratory Testing - Rush Fee	Add 50% to Testing Cost	
Outside Services/Reimbursables	Cost + 20%	
Shipping Charges	Cost + 20%	
Parking/Tolls	At Cost	
Certified Payroll Compliance	\$150 per month	
Deputy Inspectors (If applicable)	\$ -	
Travel Time (Beyond 60-Mile Radius of Project Site)	\$ 98.00	
Per-diem, Including Lodging (Beyond 100-Mile Radius)	Quote Upon Request	

*GeoTek reserves the right to increase fees on a yearly basis*

REV 2025-02





## Subconsultant Proposal; JCA

25-3222.0



**Engineering Inc.**

*Electrical Engineering & Consulting*

8048 Palm Ave.

Highland, CA

92346

909.864.0223

Fax 909.864.0280

[james.corns@jcaeng.com](mailto:james.corns@jcaeng.com)

### **SERVICE AUTHORIZATION AND AGREEMENT**

Date: 10/15/2025

Requested By: Gregg Denson/Andrew Krumwiede  
Company: ARCHITERRA Design Group, Inc.

JCA File # 25-3222.0

Address: 10221-A Trademark  
Rancho Cucamonga, CA 91730

Telephone: (909) 484-2800  
Fax: (909) 484-2802

Project Name: Shady Grove Park  
Location: Chino, Ca.

Project Description: Provide Electrical Construction documents reflecting new parking lot lighting, parking lot replacement lighting, walkway pole replacement lighting, playground pole replacement lighting, monument sign lighting, covered shelter replacement lighting and restroom building replacement lighting at existing park.

### **FEE SCHEDULE:**

For electrical engineering design services per "Exhibit A" and "Exhibit B", attached made a part hereof;

Fixed Fee of Twenty One Thousand Nine Hundred Dollars (\$ 21,900.00) for Electrical Construction Documents, Electrical Engineering and Document Support

Hourly Fee not to exceed Two Thousand Two Hundred Dollars (\$ 2,200.00) for Construction Administration

Fixed Fee of Six Hundred Fifty Dollars (\$ 650.00) for Walkway, Playground and Parking Lot Lighting Photometric Illumination Plans, if required.

Fixed Fee of Eight Hundred Fifty Dollars (\$ 850.00) for Walkway and Parking Lot Title 24 Energy Calculations, if required.

Fixed Fee of Two Thousand Nine Hundred Dollars (\$ 2,900.00) for Design of New Electrical Metered Pedestal, Utility Company New Service Forms, Required Utility Company Drawings and Backfeed of Existing Metered Service, if required.

Fixed Fee of One Thousand One Hundred Dollars (\$ 1,100.00) for Design of EV charger power connection and raceways for future EV chargers , if required.

### **CLIENT APPROVAL**

*Acceptance copy of this service authorization shall be signed and returned prior to commencement of work. The undersigned accepts the terms of this agreement, "Exhibit A-Scope of Services", and "Exhibit B - Terms of Agreement for Engineering Services", articles 1 through 11, attached as part hereof.*

CLIENT  
SIGNATURE: \_\_\_\_\_

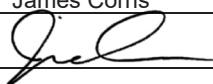
DATE: \_\_\_\_\_

8048 Palm Ave. Highland, CA 92346 – Phone 909 864-0223 Fax 909 864-0280

1



## Subconsultant Proposal; JCA

NAME \_\_\_\_\_ Client P.O. / Project # 25-3222.0  
:  
NAME: James Corns FOR: JCA Engineering Inc.  
CONSULTANT:  DATE: 10/15/2025

***Acknowledgment copy – Please sign and return***

### **“EXHIBIT A” SCOPE OF SERVICES**

1. Design of power distribution from existing service pedestal to each new light fixture including electrical controls and all fixture and equipment specifications.
2. Design of new pole L.E.D. walkway replacement lighting for existing walkways
3. Design of new pole L.E.D. playground replacement lighting for existing playground
4. Design of new pole L.E.D. parking lot replacement lighting for existing parking lot
5. Design of pole L.E.D. parking lot lighting for new parking area to meet all building codes presently adopted by the authority having jurisdiction.
6. Design of new L.E.D. canopy replacement light for existing shade structure
7. Design of new L.E.D. up lighting for three existing monument signs to meet Client's requirements
8. Design new interior L.E.D. replacement lighting for remodeled restroom building
9. Design new exterior L.E.D. replacement lighting for remodeled restroom building
10. Design raceways from future upgraded power pedestal location to future EV charger locations
11. Provide structural pole base calculations for walkway, playground and parking lot lights poles. (two structural calculations).
12. Provide site lighting photometric illumination point by point drawing for walkway, playground and parking lot, if required.
13. Provide exterior walkway and parking lot lighting Title 24 calculations, if required.
14. Provide California registered Electrical Engineer's review, stamp and signature.
15. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
16. Design of power connection to required EV chargers and circuit breakers/raceways for future EV chargers, if required.
17. Design of New Electrical Metered Pedestal, Utility Company New Service Forms, Required Utility Company Drawings and Backfeed of Existing Metered Service, if required.

### **SERVICES NOT INCLUDED:**

1. Soils testing and reports. Client shall provide to Consultant for use in structural calculations.

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8048 Palm Ave. Highland, CA 92346 – Phone 909 864-0223 Fax 909 864-0280

2



## Subconsultant Proposal; JCA

25-3222.0

2. Design of new off-site street lighting or structural pole base calculations for street lighting.
3. Fabrication of electronic site plan, Client shall provide scaled electronic site plan.
4. Design of headend, active components, raceways, cabling, power outlets or devices for video surveillance, data, integrated communications, access control, site sound system, site annunciation system, door locking or wireless Wi-Fi.
5. Design of Future Solar Power System headend, equipment, cabling, solar panels or connection to existing site main service.
6. Specification, structural calculations or installation instructions for EV charging stations, if required by code.
7. Fees, submittals, processing or approval of electrical drawings with local Building Department.
8. Advertisement or hard copy sets for bidding purposes. Owner shall provide all advertising, bid sets and book specification, including fees, for bid.
9. Providing Boiler plate specifications or conducting bid process. Owner shall be responsible for all bid items.
10. Design of new additional lighting or power for existing restroom building.
11. Design of new pole walkway replacement lighting to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations
12. Design of new pole playground lighting to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations
13. Design of new pole parking lot lighting in existing parking area to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations
14. Providing Construction Administration or Bid assistance.
15. Submittal, fees drawings, coordination and approved drawings from local power, telephone or cable utility company for new permanent service. Per new utility company standards there shall only be one contact person (Owner) for complete process. JCA to provide all electrical/telephone and cable information on forms, electrical PDF drawings and AutoCAD site plan for Owner's submittal process

### "EXHIBIT B"

#### TERMS OF AGREEMENT FOR ENGINEERING SERVICE

##### Article 1 BASIC SERVICES

- 1.1 Consultant shall coordinate with Client with respect to the Consultant's services in such a way that Consultant's duties and responsibilities shall be co-extensive with those of Client. Consultant shall perform his services in character, sequence, and timing so that they will be coordinated with services of Client and other Consultants for the project. Consultant's services will proceed after adequate base sheets and/or Client furnishes other information necessary. The Consultant's services shall conform to the original schedule and budget for the project as provided by the Client. The relationship of Consultant to the Client shall be that of an independent contractor performing professional services for Client in accordance with this Agreement.
- 1.2 Consultant shall comply with all Electrical Building Department rules and regulations that will affect this design on this project.





## Subconsultant Proposal; JCA

25-3222.0

- 1.3 Consultant shall provide a complete set of design documents including all schedules, details, diagrams, legends and specifications (if required). Consultant shall furnish at his client all progress prints and specifications required.
- 1.4 Consultant shall review all electrically related shop drawings as submitted by the Electrical Contractor to ensure compliance with specifications.
- 1.5 Consultant shall perform the services as set forth on "Exhibit A", attached.

### Article 2 DOCUMENT SUPPORT

- 2.1 Document support shall include Building Department or Division of State Architects review changes, Building Department or Division of State Architects responses and request for information.
- 2.2 Document support shall be considered as part of the contract, if required, regardless of the extensiveness of support required on the project.

### Article 3 CONSTRUCTION ADMINISTRATION

Construction administration shall include addenda items due to changes, estimated construction cost, providing bid list, pre bid meeting, pre-construction meeting, change order review, shop drawing review, meetings during construction, site visits during construction video meetings during construction, conference calls during construction and final site inspection/punch list.

### Article 4 WORK NOT INCLUDED / EXTRA SERVICES

- 4.1 All Building Department Fees: Consultant shall provide drawings as required to submit electrical construction documents for the Building Department plan check. Client shall pay all Building Department fees.
- 4.2 Printing: Client shall furnish at his expense information and progress prints of the work required for this project. Prints required by reviewing agencies. Documents required for bidding and construction shall be paid for by Client or Consultant shall pay for blueprinting and Client will reimburse. Client shall pay for final prints and specifications furnished to Consultant. Mylar final prints shall be paid for by Client or Consultant shall pay and Client will reimburse. Reimbursable invoice for additional prints shall include blueprint cost, plus 15% for any applicable governmental fees, outside vendor reproduction cost, in house reproduction costs, mileage and delivery or messenger services incurred on client's behalf
- 4.3 Additional work/revisions: No additional services shall be performed without written direction from Client. Consultant shall be paid by Client for any additional work resulting from changes or revisions made by the Client or Project Owner and also for any additional work not specifically mentioned in Articles 1 and 2 above, as provided in paragraph 5.1.

### Article 5 COMPENSATION

- 5.1 Client shall pay Consultant amount stated in "FEE SCHEDULE", page 1.
- 5.2 Client shall pay Consultant for Article 3 "Work Not Included/Extra Services/Construction Support" for changes or revisions per paragraph 4.3 at the hourly rates as set forth in paragraph 4.3.
- 5.3 For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager	\$ 240.00
Designer	\$ 190.00
Drafting/CADD	\$ 175.00
Clerical/Delivery/Accounting	\$ 160.00

These hourly rates shall be adjusted annually based on increases in product cost, the cost of living and fuel prices.



## Subconsultant Proposal; JCA

25-3222.0

### Article 6 INVOICE AND PAYMENTS

- 6.1 At Building Department or Division of State Architects submittal project shall be considered 80%. Consultant shall tender an 80% invoice to Client setting forth all amounts due. Client shall completely pay 75% invoice prior to final building department or division of state architects submittal or electrical drawings will not be stamped or wet signed
- 6.2 When project is approved by the Building Department, Division of State Architects or published for bid the Electrical Construction Documents shall be considered 100%. Consultant shall tender a 20% invoice (Total amount for Construction Documents 100%) to Client setting forth all amounts due.
- 6.3 During design and construction phase Consultant shall tender an invoice to Client setting forth the amounts due for Construction Administration and reimbursable expenses.
- 6.4 Projects that do not require Construction Administration shall not be invoiced.
- 6.5 Items in FEE SCHEDULE noted as "if required" and note provided shall not be invoiced
- 6.6 At completion of project Client shall provide written notification to Consultant when they are doing final billings to Owner. Closing out project without written notification to Consultant does not relieve Client of complete payment of all amounts. After notification Consultant shall tender an invoice to Client setting forth the final amounts due for Construction Administration and reimbursable expenses, as required.
- 6.7 Client shall pay to consultant the total amount due under invoice within thirty days after receipt of invoice, or within five (5) days of receiving payment from owner (if other than client) whichever date occurs first. Client shall pay a service charge of 1.50% per month on all unpaid balances. Consultant may suspend all work on the project when accounts are over 60 days delinquent.

### Article 7 ABANDONMENT

In the event the project is abandoned, Client shall advise immediately by written notice, Consultant to stop work. Client shall pay consultant for all outstanding invoices for service performed and for services completed at that time on the project. Work shall be suspended until Client advises Consultant in writing to continue work.

### Article 8 ELECTRICAL DOCUMENTS

- 8.1 All electronic files, drawings and copies furnished by JCA Engineering Inc. are and shall remain its property. They are to be used only with respect to the above-mentioned project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of JCA Engineering Inc. common law copyright or other reserved rights.
- 8.2 Client agrees not to make changes to any of the Consultants documents without Consultants written agreement.
- 8.3 Electrical plans are diagrammatic only. Architectural drawings, elevations, details or sections shall denote all electrical devices locations that need exact mounting requirements.
- 8.4 Upon request Consultant shall provide the Client with electronic files after all fees have been completely paid and JCA's affidavit has been signed and returned. Time required to process request will be billed to Owner or Client at the above hourly rates.
- 8.5 Electrical design on documents is guaranteed for a 180 day period. Projects that have not started construction prior to the guarantee period shall be subject to additional electrical fees to investigate and change any items on the drawings related to the current electrical and fire code at that time.



## Subconsultant Proposal; JCA

25-3222.0

**Article 9 SCOPE OF AGREEMENT AND ACCEPTANCE**

- 9.1 This document contains the entire agreement of the parties relating to the rights granted and obligations assumed in this document. Any oral modifications or representations concerning this document shall be of no effect unless contained in a subsequent written modification signed by the party to be charged.
- 9.2 The electrical fees shown above shall be reviewed and adjusted if the project has not commenced within 180 days of signing of this contract.

**Article 10 INSURANCE**

Each party to this Agreement shall carry and maintain insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party's legally responsible.

**Article 11 ARBITRATION**

All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the provision of the Construction Industry rules of the American Arbitration Association. Consultant cannot be sued for a greater amount than the fee. The prevailing party shall be entitled to reasonable attorney's fees to be awarded by the Arbitrator. If there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

END OF DOCUMENT



## Subconsultant Proposal; LD King



ARCHITERRA DESIGN GROUP  
SHADY GROVE PARK DESIGN  
IN THE CITY OF CHINO

### ENGINEERING AND SURVEYING SERVICES FOR SHADY GROVE PARK DESIGN IN THE CITY OF CHINO

Proposal to provide Engineering and Surveying Services for the Shady Grove Park Design on the existing park site, generally located on the northeast corner of Chino Avenue and San Antonio Avenue in the City of Chino. The Scope of Services is more specifically defined in the descriptions below.

#### **TASK 1 SURVEYING SERVICES**

##### **Boundary Research**

- Research record map and documents.
- Calculate boundary from current title report, reference maps and backup documents.
- Recover and tie in existing boundary and centerline monumentation.
- Analyze boundary and prepare base map.

##### **Aerial Topographic Mapping**

- Establish ground control for digital aerial topographic mapping.
- Aerial photography and mapping (subconsultant).
- Prepare topographic map (20 scale, 1' contours) with completed boundary.

##### **Base file**

- Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all existing site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project, at 20 scale.

##### **Field Topo**

- Provide additional field topo to gather design information including existing elevations at key connection points, top of curb elevations, utility elevations, inverts, and flow lines of existing drainage improvements, dip manholes, etc.

#### **TASK 2 CONSTRUCTION DOCUMENTS**

##### **Precise Grading and Drainage Plan**

The precise grading and drainage plan shall be based on the park layout prepared by Architerra Design Group (ADG). The precise grading and drainage plan task will include:



## Subconsultant Proposal; LD King



**ARCHITERRA DESIGN GROUP  
SHADY GROVE PARK DESIGN  
IN THE CITY OF CHINO**

- Prepare a Precise Grading and Drainage Plan including all proposed contours and significant spot elevations, drainage system design with ADA Accessibility to all adjoining site features.
- Provide Final earthwork quantities.
- Provide revisions necessary as part of the City review.
- Updated Opinions of Probable Cost for all civil items.
- Provide Technical Specifications for all civil items based on Standard Specifications for Public Works Construction.
- Provide new sewer and water services to new restroom if required.

**TASK 3 PROJECT MEETINGS AND COORDINATION (T & M)**

- Coordination with ADG and City Staff.
- Includes 2 hours Project Manager, 6 hours Sr. Project Manager.

**TASK 4 CONSTRUCTION SUPPORT (T & M)**

Provide Construction Support as needed.

- Respond to Contractor Requests for Information.
- Review Contractor Submittals.
- Review and advise on any construction change order requests.
- Includes 6 hours Sr. Project Manager.

**TASK 5 STORM WATER POLLUTION PREVENTION PLAN (OPTIONAL)**

Prepare a Storm Water Pollution Prevention Plan to meet the requirements of the California Construction General Permit Order. Submit to the City of Chino for information and file with the SMARTS system for the Regional Water Quality Control Board to obtain a WDID number.

**TASK 6 WATER QUALITY MANAGEMENT PLAN (OPTIONAL)**

Prepare a Water Quality Management Plans for the site to fulfill the requirements of the City of Chino MS4 permit related to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036. NPDES Permit No. CAS618036. The WQMP will conform to the latest approved version of the San Bernardino County Stormwater Program Model WQMP Guidance Document.

**EXCEPTIONS/EXCLUSIONS**

This proposal does not include structural wall calculations.

This proposal does not include on site infiltration testing needed for an infiltration BMP.

Does not include EV design.



## Subconsultant Proposal; LD King



ARCHITERRA DESIGN GROUP  
SHADY GROVE PARK DESIGN  
IN THE CITY OF CHINO

### ENGINEERING AND SURVEYING SERVICES FOR SHADY GROVE PARK DESIGN IN THE CITY OF CHINO

#### COMPENSATION

TASK	DESCRIPTION	FEE
Task 1	Surveying Services	\$11,300.00
Task 2	Construction Documents	\$15,200.00
Task 3	Project Meetings and Coordination (T&M)	\$1,400.00
Task 4	Construction Support (T&M)	\$1,200.00
SUB TOTAL		\$29,100.00
Task 5	Storm Water Pollution Prevention Plan (Optional)	\$6,200.00
Task 6	Water Quality Management Plan (Optional)	\$4,300.00
SUB TOTAL		\$10,500.00
TOTAL		\$39,600.00

TERMS, FEES, AND CONDITIONS ARE VALID FOR 60 DAYS FROM THE DATE OF THIS PROPOSAL.

#### PROFESSIONAL FEE FOR SERVICES

Client agrees to compensate Consultant for civil engineering services and surveying services for a fixed fee amount of \$26,500.00, and for Project Meetings and Coordination and Construction Support on a Time and Materials basis amount of \$2,600.00. And if Optional items are requested, a fixed fee amount of \$10,500.00.

#### EXTRA WORK

Client agrees to pay Consultant compensation for all authorized extra work at the hourly rates set forth in the attached Rate Schedule. All such extra work shall be authorized by the Client prior to commencing such work.

#### FEE ADJUSTMENTS

Client understands and agrees that the fees quoted for the services to be performed are subject to an annual increase on October 1<sup>st</sup> of each year, beginning in 2026. The percentage increases (if any) shall apply only to the unexpended portion of the total Agreement amount remaining on each such October adjustment date. The adjustment will be in accordance with adjustments in the Master





## Subconsultant Proposal; LD King



**ARCHITERRA DESIGN GROUP  
SHADY GROVE PARK DESIGN  
IN THE CITY OF CHINO**

Agreement between the Civil Engineers and Land Surveyors of Southern California and the International Union of Operating Engineers Local No. 12, AFL-CIO.



## Subconsultant Proposal; LD King



ARCHITERRA DESIGN GROUP  
SHADY GROVE PARK DESIGN  
IN THE CITY OF CHINO

**PROPOSAL SUBMITTED BY:**

Carla Berard, P.E., P.L.S.  
CEO

***THIS PROPOSAL DATED OCTOBER 9, 2025, IS ACCEPTED BY:***

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name Printed



## Subconsultant Proposal; LD King

### L.D. King, Inc. Rate Schedule

October 1, 2025 – September 30, 2026

Principal.....	\$195.00
Sr. Engineer Designer .....	\$189.00
Sr. Project Manager.....	\$189.00
Project Manager.....	\$170.00
Project Engineer .....	\$150.00
Engineer/Designer III .....	\$135.00
Engineer/Designer II .....	\$119.00
Engineer/Designer I.....	\$109.00
CAD Drafter III .....	\$109.00
CAD Drafter II .....	\$ 98.00
CAD Drafter I .....	\$ 73.00
Administrative Assistant.....	\$ 73.00
Intern .....	\$ 54.00
<b><u>Surveying Services</u></b>	
Director of Survey .....	\$194.00
Senior Survey Calculator .....	\$162.00
Survey Calculator.....	\$143.00
3-Man Survey Crew .....	\$377.00
2-Man Survey Crew .....	\$325.00
1-Man Survey .....	\$207.00
<b><u>Travel Time</u></b>	
3-Man Survey Crew .....	\$363.00
2-Man Survey Crew .....	\$315.00
1-Man Survey .....	\$201.00
<b><u>Overtime Rates</u></b>	
3-Man Survey Crew .....	\$508.00
2-Man Survey Crew .....	\$438.00
1-Man Survey .....	\$309.00
<b><u>Subsistence</u></b>	
3-Man Survey Crew .....	\$497.00
2-Man Survey Crew .....	\$330.00
<b><u>Construction Services</u></b>	
Sr. Resident Engineer .....	\$144.00
Resident Engineer .....	\$138.00
Senior Inspector .....	\$128.00
Inspector .....	\$111.00
Car/Truck for Construction Services Personnel .....	\$ 72.00/Day
<b><u>Reimbursable Costs</u></b>	
In-House Printing.....	Cost
Outsourced Printing Expenses .....	Cost + 15%
Express Mail & Delivery.....	Cost + 15%
Subconsultant Services.....	Cost + 10%

**NOTE:** L.D. King, Inc. reserves the right to change hourly rates on October 1, due to labor agreements, salary adjustments, and changes in operating expenses. All billings will be at the current billing rates.



975 N. Haven Avenue, Suite 200 Ontario, CA 91764 (909) 945-0526



## Subconsultant Proposal; RGSE



**RGSE** Inc. Structural Engineers  
2720 Cochran St. Suite 8B, Simi Valley, CA 93065  
(805) 522-3379 [www.rgseinc.com](http://www.rgseinc.com)

October 15, 2025

DREW KRUMWIEDE, PLA  
Architerra Design Group  
10221-A Trademark Street  
Rancho Cucamonga, CA 91730

Contract for: Structural engineering services for a new Trash Enclosure (one design), Shady Grove Park, Chino, CA per the RFP received 10/14/2025.

Project: Trash Enclosure, Shady Grove Park, Chino  
Project No.: 25429

Dear Mr. Krumwiede,

Thank you for asking us to provide you with our proposal for above referenced project. Present herewith is RGSE Inc's evaluation of the scope of work and fees anticipated to complete the tasks.

### Article 1, Assumptions/Parameters

1. We assume the soil is adequate for supporting the proposed structure using building code presumptive allowable soil stresses, and there are negligible amounts of sulfates, or other reactive chemicals unless noted otherwise on a soils report stamped and signed by a licensed geologist, and submitted to us prior to start of foundation design.
2. Our analysis will be based on CBC 2022 or 2025 part 2, volume 2, and referenced standards.
3. There are no existing subterranean structures, piping, or conduits that would affect the structural design.
4. The CLIENT will process submittals for permit.
5. The CLIENT will provide RGSE Inc with architectural plans in CAD, DXF, or REVIT format for use as our backgrounds.
6. The CLIENT will provide RGSE Inc with a geotechnical report with required information for foundation design, stamped and signed by a licensed professional engineer (if required by the building official).
7. The foundation design will consist of a conventional shallow footing system.
8. We do not check the internal structure of the elements being anchored, such as mechanical units, and prefabricated architectural elements. We assume that the elements are internally structurally adequate for credible loads.
9. Design/build and deferred submittals shall include:
  - a. Veneer anchorage systems.
  - b. Post tensioned slab on grade and foundations.
  - c. Prefabricated trusses, commercial joists, shear walls, panels, and frames.
  - d. Prefabricated mounted screens, awnings and eyebrows

### Article 2, Basic Services

1. Design coordination with the other design professionals to ensure design intent is feasible.
2. Structural design and analysis in a Calculations package.
3. Structural Drawings for permit and construction.
4. Signing and sealing of the structural Drawings and Calculations.
5. Correspondence with Building Department Officials during the Plan check process.
6. Correspondence with contractors in the form of RFIs for clarifications and omissions.
7. Review and mark up the shop drawings and submittals as required by the Building department, and/or specifications.
8. Outline specification of structural materials in short form on our drawings.

### Article 3, Exclusions and Additional services

The following services are not contemplated to be included within the scope of fee. These items may be added to the scope for an additional fee.

1. Architectural design and architectural code requirements including, but not limited to: Egress, Water and weather protection, Fire and smoke protection, Aesthetics, Window and ventilation requirements, Americans with disability act requirements ADA, Special space requirements and clearances, Planning department, and/or association requirements, Acquisition of reports, and/or drawings from other professionals, and Project management.
2. Soil engineering, civil engineering and site survey.
3. Detection or remediation of hazardous materials.
4. Mechanical, Electrical and Plumbing engineering.
5. Cost estimate and project schedule.
6. Means and methods of construction.
7. Workers safety and procedures.



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8. Design and details of site work like fence walls, retaining walls, walkways, and ornamental structures, except for those items specifically listed in scope.
9. Re-design due to new soil parameters or contractor errors.
10. Re-design due to changes in the architectural dimensions, elevations, or rooflines.
11. Long form specifications booklet.
12. 'As-built' or 'Record' drawings, unless noted otherwise.
13. Field verification of existing site conditions, unless noted otherwise.
14. Field verification of existing construction, unless noted otherwise.
15. Hydrology calculations.
16. Construction engineering, shoring of temporary conditions, and temporary earth retaining walls, except for those items specifically listed in scope.
17. Core drilling, concrete scanning, and material testing
18. Anchorage and stability of those elements and equipment less than 400 lbs and has a center of mass less than 48" tall except for those items specifically listed in scope.
19. Additional meetings, structural observations as not specified within Article 2. Note that even if structural observations during construction are not required by the Building Code or Official, they are highly recommended for review of the construction for general conformance with the approved construction documents.
20. Plan check and other jurisdictional fees.
21. REVIT or BIM models, unless noted otherwise.

### Article 4, Compensation

For the services outlined in Article 2, RGSE Inc will bill a fixed fee of: **\$5000.00**, plus reimbursable expenses.

Acceptable forms of payments are cash or checks made payable to RGSE INC or by bank or credit card at [www.rgseinc.com/pay-online](http://www.rgseinc.com/pay-online). Compensation shall be due base upon progress of the work as follows:

1	Retainer prior to start of work and minimum fee	20%
2	Upon submittal of report or schematic drawings End of Schematic design phase. Contains plans with structural systems outlined.	-
3	Upon Submittal of a 50% complete progress set of construction documents. End of design development phase. Contains plans, some typical details, and notes.	-
4	Upon Submittal of plan check ready drawings. End of construction document phase	80%
5	Upon Submittal of permit ready drawings. End of plan check phase	-
6	At end of construction administration phase or last observation report included in Article 2	-
7	Weekly for structural observations, reports, site meetings and transportation time to and from the project site, not included in Article 2.	Hourly rate shown below.
8	Weekly for additional scope or client approved changes not caused by errors and omissions by RGSE INC	Hourly rate shown below.

The above fee is based on all assumptions and exclusions, and each scope of the service shall be performed, and as described. Deletion or change to the assumptions, scope, or exclusions may affect the compensation quoted and /or the timing of our completion. The CLIENT agrees to compensate RGSE Inc for any additional services that are requested on an hourly basis. Services done at hourly rates will include travel time to meetings and trips to the project site. Where overnight stays are required for long distance projects or meetings, a minimum of 8 hours and a maximum of 12 hours will be billed for any one 24 hour period. The following rates are effective for up to one year after the date of this agreement. Rates are adjusted annually at the first of the year. Payment is due at the time these services are rendered.

Structural engineer	\$240.00 per hour
Senior PE	\$215.00 per hour
Professional engineer	\$195.00 per hour
NDT Specialist	\$195.00 per hour
Engineer in training	\$170.00 per hour
Designer / technician	\$140.00 per hour
Draftsman	\$110.00 per hour
Administrator	\$90.00 per hour
Intern	\$50.00 per hour

The CLIENT may expedite the services by agreeing to compensate RGSE Inc for overtime expenses subject to the agreement of the engineer. Payment to RGSE Inc shall be made within thirty (30) days following receipt of invoices and shall be based upon the proportion of services completed. Payments outstanding after thirty (30) days shall accrue interest at the rate of 1 ½ % per month, simple interest. RGSE Inc shall place a lien on the address for projects with unpaid invoices that are more the 90 days past due.

### Article 5. Reimbursable expenses

Standard expenses, such as reproductions, Postage, handling, and delivery fees, are in addition to our fees. Reimbursable expenses are charged at our standard rate of cost plus fifteen percent (15%).





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### Article 6, General Conditions

Unless this offer is previously accepted, it will be withdrawn automatically at 5pm, 60 days from the date of issue.

**Contract:** These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

**Right of Entry:** When entry to property is required for RGSE INC to perform its services, the CLIENT agrees to obtain legal right of entry on the property.

**Documents:** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by RGSE INC are instruments of RGSE INC's service that shall remain RGSE INC's property. The CLIENT agrees not to use RGSE INC-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by RGSE INC, or for future modifications to this project, without RGSE INC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by RGSE INC will be at the CLIENT's sole risk and without liability to RGSE INC or its employees, and contractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless RGSE INC from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use, reuse, transfer or modification.

**Hazardous Materials:** RGSE INC shall have no responsibility for the discovery, presence, handling, remediation, accidental release, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event that RGSE INC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the RGSE INC's services, RGSE INC may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

**Construction Phase Services:** If RGSE INC performs any services during the construction phase of the project, RGSE INC shall not supervise, direct, or have control over Contractor's work. RGSE INC shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. RGSE INC does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Standard of Care:** RGSE INC and its employees, contractors, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by professional engineers providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied. RGSE INC shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

**Opinion of Probable Costs:** When required as part of its work, RGSE INC will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by RGSE INC hereunder will be made on the basis of RGSE INC's experience and qualifications and will represent RGSE INC's judgment as an experienced and qualified consultant. However, users of the probable cost opinions must recognize that RGSE INC does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

**Suspension of Work:** The CLIENT may, at any time, by written notice, suspend further work by RGSE INC. The CLIENT shall remain liable for, and shall promptly pay RGSE INC for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf. CLIENT shall pay RGSE INC pursuant to the rates and charges set forth in the Proposal. RGSE INC will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the project is suspended for more than thirty (30) calendar days in the aggregate, RGSE INC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, RGSE INC may, at their option, terminate this Agreement upon giving notice in writing to Client. CLIENT agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability resulting from such suspension. If Client fails to make payments when due or otherwise is in breach of this Agreement, RGSE INC may suspend performance of services upon five (5) calendar days' notice to the Client. RGSE INC shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

**Liability:** To the extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, members, partners, agents, employees, and sub-consultants, to Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to RGSE INC's services, the Project or this Agreement, or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed: 10x the total engineering fee recorded in Article 4 of this contract which has been paid to RGSE INC for this project. The CLIENT shall not withhold amounts from RGSE INC's compensation to impose a penalty or liquidated damages on RGSE INC, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless RGSE INC agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**Indemnification:** RGSE INC agrees to indemnify and hold harmless the CLIENT, its officers, directors, partners, and employees from and against any damages, losses, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by RGSE INC's negligent or wrongful acts, errors or omissions in the performance of professional services under this Agreement. Notwithstanding any language to the contrary in this Article, RGSE INC shall only be required to reimburse CLIENT for defense fees and costs including attorney's fees, in proportion to



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RGSE INC's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to CLIENT's defense of a suit based on RGSE INC's actual negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. RGSE INC is not obligated to indemnify the CLIENT for the CLIENT's own negligence or willful misconduct. It is intended by the parties to this Agreement that Design Professional's services in connection with the Project shall not subject RGSE INC's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against RGSE INC's, a California corporation, and not against any of Design Professional's individual employees, officers or directors.

**Governing Law:** The laws of the state in which RGSE INC office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

**Mediation:** The CLIENT and RGSE INC agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**Certifications:** RGSE INC shall not be required to sign any documents, no matter by whom requested, that would result in RGSE INC's having to certify, guaranty, or warrant the existence of conditions that RGSE INC cannot ascertain. There is no implied warranty as to the final construction.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or RGSE INC. RGSE INC's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against RGSE INC because of this Agreement or RGSE INC's performance of services hereunder.

**Consequential Damages:** Neither the CLIENT nor RGSE INC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

**Transmission of agreement:** Faxed or scanned and emailed signatures shall be treated as originals. Transmit the entire agreement, not just the signature page.

**Additional Services:** If the services covered by this Agreement have not been completed within thirteen months of the date of this Agreement, through no fault of RGSE INC, extension of the RGSE INC's services beyond that time shall be compensated as Additional Services.

**Privacy:** The Engineer agrees that all knowledge and information not already considered within the public domain which the Engineer may acquire from the Owner by virtue of performing services hereunder, will be regarded as strictly confidential and held in confidence and shall not be disclosed to anyone without the Owner's prior written consent to such disclosure.

**Delay beyond reasonable control:** Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**Deferred engineering:** Should deferred engineering be used such as pre-fabricated trusses, pre-fabricated metal building, post tension foundation, or any other deferred element, be utilized and designed by an engineer retained and reimbursed by other than RGSE INC, said engineer shall be primarily responsible for this work. RGSE INC shall not be liable for negligent acts, errors or omissions made by CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER, employee, including employee agents or sub-consultant, or anyone for whom CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER is legally liable. CLIENT further agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability arising from such errors or negligence arising from such deferred engineering.

**Copies of documents:** Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed and sealed by RGSE INC. Files in electronic media format or text, data, graphic or other types that are furnished by RGSE INC to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, RGSE INC makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by RGSE INC at the beginning of this assignment. The CLIENT agrees waive any claim against RGSE INC and to indemnify and hold harmless RGSE INC from any claim or liability resulting from parties unauthorized re-use of documents.

**Contractor's responsibility:** It is understood that the contractor, not RGSE INC, is responsible for the construction of the project, and that RGSE INC is not responsible for the acts, errors or omissions of any contractor, sub-contractor or materials supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor. CLIENT recognizes that the contractors CLIENT selects may commit errors, omissions, or other acts that lead to claims and that RGSE INC may be claimed against as well, because actual responsibility will not be determinable until discovery is complete. Because some of RGSE INC's employees may have to bear personal liability in such cases, a risk to which contractor's employees are immune; because, historically, many contractors have declared bankruptcy or dissolved their business in order to escape liability, an action that significantly increases RGSE INC's risk; and because CLIENT selects contractors, CLIENT agrees to reimburse RGSE INC for any settlement or judgment RGSE INC is required to pay beyond that amount which RGSE INC's extent of culpability otherwise would require.



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**Site observation:** It is agreed that the professional services of RGSE INC do not extend to or include the review or site observation of the contractor's work or performance unless specifically listed in Article 2. CLIENT further agrees to waive any claim against RGSE INC, and to defend, indemnify and hold harmless RGSE INC from any claim or liability arising or alleged to have arisen from Site observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless RGSE INC from any claim or liability, arising from GENERAL CONTRACTOR'S performance, or failure of GENERAL CONTRACTOR'S work or alleged to have arisen from the GENERAL CONTRACTOR'S work or the failure of the GENERAL CONTRACTOR'S work to conform to the design intent and the contract documents. CLIENT is not obligated to indemnify RGSE INC for the RGSE INC'S own negligence. Observation differs from inspection in that "observation" is defined as "the act of viewing or noting something, for scientific or other special purpose"; inspection is defined as "an especially careful or critical viewing of something".

**RGSE INC reliance:** RGSE INC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to RGSE INC such information as is available to the CLIENT and RGSE INC's contractors, and RGSE INC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for RGSE INC to assure the accuracy, completeness and sufficiency of such information either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGSE INC, and RGSE INC's employees and contractors from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the RGSE INC.

**Relationship:** This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent.

**Maintenance:** The Client agrees and understands that subsequent routine, periodic maintenance, maintenance inspections, and any other necessary repairs is required by the Client or Client selected contractor, sub-contractor, or other appropriate purpose entity for this Project. Further, the aforementioned requirements shall be a condition precedent for Client to subsequently assert a claim against Design Professional or Design Professional's sub-consultants pertaining to the system or building element.

Respectfully submitted,

Jeff Lubberts  
Associate Principal, RGSE Inc.  
Structural Engineer no.6432

I acknowledge having read this letter and the proposal contained therein, and agree to its terms and conditions. If this a contract with a corporation, estate or any other type of legal entity, I attest that I am an authorized to act on the behalf of the said organization. I hereby authorized you to commence work on this project.

DREW KRUMWIEDE, PLA  
Architerra Design Group  
10221-A Trademark Street  
Rancho Cucamonga, CA 91730

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

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

Billing email: \_\_\_\_\_



## Subconsultant Proposal; SVA



Santa Ana + Pleasanton + San Diego + Davis + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150  
Santa Ana, California 92707  
T 949.809.3380

info@sva-architects.com  
www.sva-architects.com

October 16, 2025

**GREGG DENSON, PLA**  
**Architerra Design Group – Principal | Director of Design**  
**Phone: (909) 484-2800 Ext. 1015**

**Re: Shady Grove Park, 6776 Chino Ave, Chino, CA 91710**

Dear Gregg,

**SVA Architects, Inc. (SVA)** appreciates the opportunity to submit our proposal to **Architerra Design Group (ADG)** to provide architectural services for the Shady Grove Park Restroom Building, located at 6776 Chino Ave, Chino, CA 91710. Enclosed are our proposed services, the project team members, and our fees for your review.

### **I. Project Description**

The project scope includes access compliance improvements and maintenance/repair for the park restroom building.

### **II. Scope of Services**

SVA will serve as the Architect and our team will provide design, engineering, and construction administration services for the project.

#### **A. Assessment and Conceptual Design**

1. Evaluate existing conditions
2. Confirm with stakeholders their required program and expectations
3. Markup photos, as built plans to indicate scope of work
4. Compose basis of design and scope of work narrative

#### **B. Construction Document (CD) Phase**

1. Prepare Demolition Drawings
2. Prepare Improvement drawings
3. Develop Drawings and Specification for water closet adjustments
4. Develop Drawings and Specification for toilet partitions
5. Develop Drawings and Specification for ceiling plaster finish
6. Develop in-house cost estimate
7. Develop Drawings and Specification for miscellaneous work:
  - C. Flooring replacement
  - D. Restroom accessories
  - E. Vent screens
  - F. Exterior painting
  - G. Vision screening enhancement



## Subconsultant Proposal; SVA

- H. Door and/or door hardware replacement if determined to be necessary.
- I. Plan Check Phase
  - 1. Provide plans to ADG for use by ADG in submitting for plan check approval
  - 2. Respond to plan check comments
- J. Bid phase
  - 1. Review bidder RFIs and provide responses
  - 2. Issue addenda if needed
- K. Construction Phase
  - 1. Review submittals
  - 2. Respond to RFIs
  - 3. Visit site for progress observation and punch walk

### III. Project Team

Our project team includes the following companies providing the scope and disciplines of work as shown.

Firm	Scope / Disciplines	Website
SVA Architects, Inc.	Architectural Design	www.sva-architects.com

### IV. Compensation

- A. For the services described above, SVA proposes a fixed fee **Twelve Thousand Nine Hundred Fifty Dollars** for the base Architectural and Engineering fee.

Scope / Tasks	Proposed Fee
Preliminary Design	\$3,512.00
Construction Documents	\$8,140.00
Plan Check	\$1,295.00
Bid	\$925.00
Construction admin	\$2,775.00
<b>Base A&amp;E Fee:</b>	<b>\$16,650.00</b>
<b>Total Fee:</b>	<b>\$16,650.00</b>

- B. Payment to SVA will be made monthly in proportion to the services performed.
- C. Reimbursement for any direct expenses will be the actual expense with 10% markups. Reimbursable expenses will be for printing and deliveries, if requested by the client.





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Thank you for this opportunity to submit our proposal. Please feel free to reach out with any questions.

Sincerely,  
**SVA Architects, Inc.**

Robert M. Simons, AIA  
Partner & President | [bsimons@sva-architects.com](mailto:bsimons@sva-architects.com) | Office: 949-809-3380 | Cell: 949-233-6391

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**N/A**

## **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 “A-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.**

**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 “A-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**