 AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF CHINO AND 
RJM DESIGN GROUP, INC.  

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of July 2019 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and RJM Design Group, Inc. (“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, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) **Prevailing Wages.** Contractor 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, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor 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.** Contractor 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
Contractor 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 Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor 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. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor 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 Contractor 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. In accordance with the provisions of California Labor Code Section 1861, Contractor 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."

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Contractor's Authorized Initials __________

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor 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 Forty Thousand Dollars ($40,000.00) (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. 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.
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 “Exhibit A-1” attached hereto and incorporated herein by this reference. When requested by
the Consultant, extensions to the time period(s) 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, 2020, 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) one year term 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:

[Signature]
Larry P. Ryan, Principal 6-5-19

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 the Development Services Director 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).
(c) **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. 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 Contractor and its sureties shall be liable for and shall pay to the City the
sum of Zero Dollars ($0) 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 Contractor 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

ATTEST:

Matthew C. Ballantyne, City Manager

Angela Robles, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Nicholas S. Liquori, AICP
Director of Development Services Department

CONSULTANT:

RJM Design Group, Inc.

By: 
Name: Larry P. Ryan
Title: Vice President

By: 
Name: Anita Weaver
Title: CFO

Address: 31501 Camino Capistrano
San Juan Capistrano, CA 92675

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. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On June 3, 2019 before me, Andrew Tyler Steen, Notary Public

personally appeared Larry P. Ryan + Anita Yee

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________
Document Date: ____________________________ Number of Pages: __________
Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________

☐ Corporate Officer – Title(s): ____________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

☐ Corporate Officer – Title(s): ____________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

©2017 National Notary Association
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On __________, 2018 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ________________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the Services described herein, and in Consultant’s Proposal, attached hereto as Exhibit A-1.

Consultant shall perform major work tasks to assist the City with landscape and irrigation plan check and inspection services. Consultant shall work closely with City staff and applicants to complete required services in a cost-effective and responsive manner to achieve a high-quality landscape and irrigation design. Most projects will consist of residential or industrial developments, but may also include commercial, park sites, and other developments. In addition, Consultant shall occasionally review conceptual landscape plans for high-profile or significant projects to outline any major concerns or issues with the proposed design.

Consultant shall perform work required which include, but are not limited to the following:

A. Plan Check Services:

1. Review landscape/irrigation plans for completeness and compliance with the City’s Landscape Ordinance and Specific Plan Landscape provisions, as applicable, as well as compliance with project conditions of approval. In addition, review of civil/grading plans may be needed to ensure consistency with landscape plans.

2. Completion of a checklist, or similar method to document plan check comments, and red-lined plans with review comments noted for initial and all subsequent reviews.

3. Meeting with staff and/or the applicant, as may be needed to communicate plan check comments and resolve issues. Communication may also occur via email or telephone to answer questions of staff or the applicant.

4. Delivery and pick-up of plans, or submittal of plans and review comments via mail.

5. Provide the schedule/timeframe for typical completion of initial plan check and subsequent plan checks. The City’s objectives are for initial plan check to be completed within two weeks of receipt, and one week for subsequent plan checks.

B. Inspection Services:

1. Conduct field inspections, and assist staff as needed to perform inspections of completed development projects, and interim inspections as needed during the landscape construction process to ensure proper installation of irrigation and landscaping to comply with the approved construction plans, project conditions of approval, applicable Specific Plan requirements, and the Chino Landscape Ordinance.
2. Confer/coordinate with the project landscape architect, contractor, etc., in the field and office as needed to provide direction/clarification on issues as needed.

3. Verify landscape and irrigation audits are conducted by the developer's third-party consultant, as required by the City's Landscape Ordinance.

C. Other Services:

1. Review and provide comment on conceptual landscape plans as requested by the City for particular high-profile or significant projects to outline any major concerns or issues with the proposed design in the early stages of the project review.

2. As requested by the City, assist Planning staff with developing information for the public regarding the use of drought tolerant and low-water using plant schemes.

3. Monitor California legislation related to landscape and water efficiency changes and inform the City of the new requirements.

II. Consultant will utilize the following personnel to accomplish the Services:

A. Larry P. Ryan LLA, ASLA – Principal-In-Charge

B. Pamela Burton LLA – Senior Associate/Plan Checker

C. Eric Chastain LLA, LEED AP (BD+C) – Principal, Site Inspection

III. 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.
EXHIBIT “A-1”

May 6, 2019

Warren Morelion, City Planner
City of Chino
13220 Central Avenue
Chino, CA 91710

Re: Response to RFP for Landscape Plan Check Services

Dear Warren,

On behalf of RJM Design Group, Inc. I am extremely pleased to submit this proposal for Landscape Plan Check Services. It has been a great experience working with you, Maria, Andrea, Kim, and Brian to provide landscape plan check services for the past 20 years. We are looking forward to this opportunity to continue our relationship with the City of Chino. We have a long-established history and a proven track record of providing Plan Check Services for numerous other municipal clients. These clients and the duration of our services are as follows: Aliso Viejo (17 years), Mission Viejo (25 years), San Dimas (8 years), Whittier (4 years), and Laguna Niguel (1 year).

At RJM Design Group, commitment to customer service is our primary motivation. We understand that organization and effective time management are directly related to performing efficient, thorough, and cost-effective landscape plan check services as well as utilizing advancing technology. Some cities are starting to implement software systems for electronic submittals and plan checking. We are open and available to assist your city with technological advancements in the way plan checks are processed. In addition, it is our pleasure to assist you whenever you may have general questions regarding landscape development within your city. Stated simply, our goal in providing landscape plan check services is to function as an extension of your existing staff.

Thank you for this opportunity to submit our proposal. Over the past 20 years we have established a personal relationship with you and your staff that we value very much. Therefore, it is our continued goal to meet and exceed the city of Chino’s needs and expectations for landscape plan check services. Should you have any questions, please feel free to contact us at your convenience.

Best Regards,

RJM Design Group,

Larry P. Ryan, LLA ASLA
Principal
Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. We have vast experience in successful plan check and field inspection services for multiple cities, including the past twenty years as a plan check consultant for the City of Chino. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, architects and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm.

**Firm Legal Name:** RJM Design Group, Inc.  
**Legal Entity Type:** California Corporation, SBE  
**Year Established:** 1987  
**Years in Business:** 31  
**Principal Contact:** Larry P. Ryan, LLA, ASLA  
**Office Location:** San Juan Capistrano, CA  
**Firm Size:** 21 Personnel  
**Personnel:**  
- (6) Principal Landscape Architects  
- (3) Licensed Landscape Architects / Project Managers  
- (4) Technical Support, (5) Administrative Support / Accounting  
- (3) LEED AP with specialties

**California Registration Numbers of licensed professionals:**

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<th>Arborist</th>
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<tr>
<td>Bob Mueting</td>
<td>LA2055</td>
<td>C 12928</td>
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<td>Larry Ryan</td>
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<td>Craig Sensenbach</td>
<td>LA2547</td>
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<td>Larry Mouri</td>
<td>LA2152</td>
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<tr>
<td>Eric Chastain</td>
<td>LA3411</td>
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<tr>
<td>Pamela Burton</td>
<td>LA2663</td>
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<tr>
<td>Zachary Mueting</td>
<td>LA5731</td>
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<tr>
<td>Andrew Steen</td>
<td>LA5858</td>
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<tr>
<td>Tamara McClory</td>
<td>LA6144</td>
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Understanding and Approach

- Precise grading and drainage plans are requested with the landscape plans so that site design can be reviewed for the following related criteria: compatibility with grade changes, retaining wall heights, maximum slopes for appropriate planting design, water quality basin slopes and flow direction, irrigation coverage, and other grading design elements that impact the irrigation and planting design.
- The city-approved preliminary plan is requested to verify that the landscape design concept has been implemented in the construction documents and that the overall volume of planting and plant material sizes, and water conservation elements have been carried over in the final design.
- During the plan review process, RJM will contact the City Planner with any questions on areas of the design or conditions of approval that may require clarification. A system of open communication between RJM and City Planning Staff contributes to a more thorough first plan check and overall less reviews of the plans.
- RJM will review and comment on landscape construction documents (irrigation and planting plans and details) for content, conformance with Conditions of Approval, development standards, design, and completeness. All plan check processes will be monitored until such time as the applicant receives approval for the landscape plans. Plan check services are to be provided based upon the City’s requested time frame. Normally, two weeks is required for the initial review and one week is sufficient for turnaround on subsequent plan check reviews. Should the city require a shorter turnaround time, expedited fee rates will apply.

Electronic submittal and review process.
- Should the City of Chino implement an electronic plan submittal and review process in the future, RJM will meet with the City of Chino staff to become familiar with the new system and incorporate the process into our plan check transmission. Our goal will be to make a seamless transition.

The Project Manager will be responsible for overall plan check efficiency and quality.
- Before any plan check documents are returned to the city, the landscape and irrigation plans are given a final check for consistency. A summary of major pick-up items are placed on the title sheet in clear, concise notes, in addition to the general red-lined comments on the plan.
- Communication is the key to an effective plan check process. It is the goal of our plan check staff to meet the turnaround times stated above. If there are multiple plan check submittals, we will contact the appropriate City Planner to determine their preferred order of review. Then we will schedule our time to meet those dates.
- In addition to our seasoned professionals is our thorough understanding of the city plan check process. This allows us to detect variations and deviations from city standards so that plan checks are conducted in a well-orchestrated manner. Communication between RJM and the City of Chino staff is paramount to meeting a successful plan check process.

Plan checked documents are returned to the city.
- The plan checked plans and specifications are logged out by the project manager, along with the plan check checklist, if appropriate. A transmittal will be included to the city stating that the 1st, 2nd, or 3rd plan check has been completed, whether or not the plans are recommended for approval, or if a subsequent review is required. The plans and transmittal will be delivered to the City of Chino’s offices via United Parcel Service (UPS).
Quality Assurance / Quality Control Program

Quality Assurance
The success of RJM Design Group can best be measured by our numerous long-term relationships with our valued clients. In order to foster these relationships, our goal is to produce a high-quality product in the most effective manner possible by utilizing our proven QA/QC procedures.

Our Quality Assurance Program is process-oriented and begins with experienced staff along with our firm’s commitment to on-going education. Our plan check experience is based on hundreds of successful projects during the past 28 years and gratified clients. Our staff is encouraged to continually pursue expanding their current knowledge base in order to allow us to be at the forefront of our industry. Continuing education is pursued in the following areas:

- PSMJ - Project Management
- LEED - Sustainable Practices
- QSP and QSD - Qualified SWPPP Practitioner and Developer
- STMA - Sports Turf Managers Association
- Arborist Certification
- AIA - American Institute of Architects
- CAPC - California Association of Public Cemeteries
- CMAC - Cemetery and Mortuary Association of California

In addition to our well-educated and seasoned professionals is our thorough understanding of the project development process. This allows us to share information with our consultant team and clients so that our projects evolve in a proactive and well-orchestrated manner. Communication among staff, team members, and client includes the following project parameters:

- Project Goals - clearly identified.
- Program Needs - confirmed with the client.
- Schedule - a project schedule is established at the onset which outlines the process evolution, major milestones, submittal dates, reviews, approvals, bid, construction, project opening, one-year follow up/review.
- Budget - understanding the budget is critical to a project’s success. The project budget is clarified (client staff, consultant fees, entitlement costs, construction costs, etc.) versus construction budget.
- Construction Estimates - RJM maintains an extensive library of unit costs that are acquired through our numerous public bids, as well as from specialty consultants and independent cost estimators. This allows our preliminary opinion of probable construction cost to accurately reflect the anticipated contractors’ bids.

Our office environment is an open studio that allows for continual sharing of ideas and collaboration between our experienced principals, project managers, and staff members. We believe that this interaction promotes effective communication that is vitally important to the success of every project consultant. Team meetings are scheduled at regular intervals to ensure that accurate communication on key project aspects is shared and understood. Other methods of project communication include email, telephone/conference calls, in-person meetings, and video-conferencing, as appropriate.
Understanding and Approach

Noteworthy to RJM and unique when compared to other firms, is that the same design team, individual staff members responsible for all preliminary design phases, will continue on and retain responsibility for the preparation of the final construction documents. We believe that this approach allows for a more consistent and accurate method of ensuring that all of those special details discussed in the design phase are carried throughout the final construction document process. Our firm strives to produce accurate, well-orchestrated, and coordinated construction documents. Furthermore, we believe that this ability is fundamental and primary in maintaining quality assurance, limiting change orders, and effectively controlling construction costs.

The continual monitoring of project evolution provides the ability to confirm that appropriate progress is being made on an ongoing basis. This review is instrumental in confirming that project goals, program needs, schedules and budgets are as intended and that unforeseen changes, “curve balls”, do not occur inappropriately.

Quality Control Plan
Our open office “bullpen” setting is especially conducive to regular milestone reviews and monitoring of a project. This review plays a central role in our quality control effort. The importance of plan review, checking, and cross-checking cannot be overemphasized, given the complexity and time constraints under which construction documents are often produced. Our review benchmarks include:

- Documents are comprehensively checked at key milestones and regular intervals.
- One person checks all important dimensions, gradients and utility infrastructure.
- The person responsible for the drawings reviews the specifications, and the specifier reviews the drawings.
- Regular consultant team meetings are held to review the documents produced by each for coordination (utility, civil, electrical, etc.)
- The project Principal reviews all documents before they are issued.
- The Client is involved in reviewing plans at regular intervals and approving the construction documents before they are issued for bid.

Another integral component in our quality control process is the utilization of our “RJM lessons learned checklist.” This checklist contains the learning experiences that we have encountered over 30 years of project development. It is a useful tool that allows us to systematically review our work and that of our consultant team to ensure that we are applying the collaborative experience learned to the benefit of our projects.

In addition to our in-house quality control efforts, we are also continually learning and applying the ongoing “lessons learned” from our outside plan check services provided to multiple agencies. This methodical approach to outside projects gives us the unique advantage of reviewing our own plans and specifications with an impartiality that allows for a fresh and unbiased evaluation.

On the next few pages, please find our Plan Check Checklist that is implemented on all plan check projects.
# CITY OF CHINO
## LANDSCAPE ARCHITECTURAL PLAN CHECK

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<th>YES</th>
<th>NO</th>
<th>N/A</th>
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### A. BASE SHEET
1. Legal boundaries (easements, tract/parcel/lot lines, etc.).
2. Label adjacent properties.
3. Match lines, project limit lines.
5. Utilities, hydrants, transformers.
7. Referencing legends, tables, etc.

### B. TITLE SHEET
1. Maps:
   a. Vicinity (Freeways, Major Arterials, Local Streets, etc.)
   b. Location (Local Streets, Site Area, Label Adjacent Development, etc.)
2. Sheet Index
3. Specify project type: (i.e. new, rehabilitated, public, private)
4. MWEOLO Reporting Option:
   a. MWEOLO Requirements
   b. Prescriptive Compliance Option
5. Owner/Developer’s Name, Address and Telephone Number
6. Data:
   a. Square footage of new landscape area.
   b. Square footage of rehabilitated area.
   c. Percentage of turf area.
   d. Tree total by species by street and grand total number of trees by Container size.
   e. Project area (Gross and net acres).
7. General Notes (to be included on Title Sheet):
   a. All work shall comply with the City of Chino Standards for Landscape Development.
   b. The plant material supplier and/or landscape contractor shall provide guaranteed evidence to the City Landscape Inspector that all plant material is consistent with the approved plant legend considering genus, species, cultivars, and size specifications. All plant material not consistent with the plant legend may be rejected.
   c. All trees shall equal or surpass “Brightview” standards for size and quality. (www.brightview.com)
   d. All shrubs and groundcover shall equal or surpass Monrovia Nursery standards for size and quality. (www.monrovia.com)
   e. All revisions and change orders to the approved landscape architectural plans and specifications are subject to the review and approval of the City Landscape Architect before work may continue. Minor changes are to be done with two revised plain paper copies being sent to the City with notification given to the City Landscape Inspector.

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542-42 Chino-Plan Check Form

Rev. 02/28/19
f. Contractor shall notify Underground Service Alert (USA) before start of construction at (800) 425-4113. An excavation permit is required for digging to verify existing location of utilities.

g. "List" all utility companies with contacts and phone numbers on the title page.

Note that the California Public Utilities Code mandates that the gas company is notified a minimum of two days prior to start of construction.

7. Revision Block
8. Submittal Date Block (including submittal number and date of submittal)
9. Title block with project name, address, and subdivision assignment. (Tract# or Parcel Map)
10. Maintenance responsibility noted.
12. Plans stamped and signed by a professional landscape architect licensed by the state of California.

C. HARDSCAPE
1. Access Ways (sidewalks, trails, parking, etc.). Referenced only on landscaping plans. All improvements to be constructed per grading or improvement plans.
2. Barriers (walls, fences, gates, etc.)
   a. 6' mow strip between:
      1) Turf and walls and/or ground cover and shrubs
      2) Turf and planters
   b. Indicate barriers (fences, gates, walls, mow strips, etc.) on plans. Retaining walls to be constructed under building permit.
   c. Locations of all ground mounted equipment shown (i.e., transformers, fire equipment, utility boxes)

D. INFRASTRUCTURE
1. Irrigation
   a. Water supply type (i.e., potable, recycled or well) specified on plans.
   b. Locations, point of connection, water and electrical
   c. Backflow Device:
      1) Minimum 12" above finish grade
      2) Elevation at finish grade
      3) Brass
   d. Wye Strainer
e. Water Meter Information
      1) Location
      2) Water pressures, static and residual
      3) Point of connection, electrical and water
      4) Meter size
      5) Peak demand in gallons per minute (GPM)
      6) Highest elevation of irrigation head
   f. Irrigation Control Valves
      1) Maximum gallons per minute
      2) Brass
      3) Valve call out containing controller station, valve size, gpm flow and hydrozone
      4) Detailed pressure calculations for worst condition for each point of connection
      5) Separate valves for top, middle, and bottom of slope
      6) Separate valves to control water quality if filtration areas
      7) Valves to be located outside of turf play areas
   g. Check valves in sprinkler heads
Understanding and Approach

h. Valves
   1) Gate/ball valve prior to street crossing, and at poc.
   2) Pressure reducing valve with pressure setting indicated.
   3) Master valve required. (Except Residential)

j. Sprinkler Heads
   1) Pop-Up:
      a) 0’ for turf areas.
      b) 12” for planting / shrub areas.
      c) Swing joints on risers adjacent to high traffic areas.
   2) Spacing not to exceed 50% of diameter.
   3) Above-grade sprinkler risers not allowed. (except on slope surfaces and against walls / fences).
   4) Planting areas less than 10’ in width irrigated with subsurface or low-volume irrigation system.
   5) No overhead irrigation within 24 inches of any non-permeable surface.
   6) Non turf areas on slopes greater than 4:1 irrigated with drip irrigation or other low-volume irrigation technology. Application rate on slope 0.75 in. / hr. max.

k. Quick-Coupling Valves
   1) Maximum 200’ spacing.
   2) Brass.
   3) Installed 12” into paved medians.

l. Pump: Provide the following:
   1) Grades at placement.
   2) Electrical connection.
   3) Switch panel.
   4) Control switches.

m. Automatic rain shut-off and high flow sensors required. except for residential.

n. Wind sensor

o. Controller with the following:
   1) Smart automatic irrigation controller based on evapotranspiration or moisture sensors.
   2) Grounding rod.
   3) On/Off switch.
   4) Enclosure.
   5) Rain Master/Central Controller (in the Preserve Development).

p. Piping and Sleevings:
   1) Galvanized mainline and laterals for City-maintained slope areas and areas contained within irrevocably offered slope areas of dedication.
   2) Ultraviolet-resistant Polyvinyl Chloride above grade for private slope areas.
   3) Schedule 40 Polyvinyl Chloride 1 1/2” or less mainline buried 18” deep.
   4) Class 310 Polyvinyl Chloride 2” or more mainline buried 24” deep.
   5) Class 200 Polyvinyl Chloride laterals buried 12” deep.
   6) Galvanized pipe sleeving across terrace drains.
   7) Polyvinyl Chloride sleeving below ground.

q. Testing: 150 pounds per square inch for 3-hour minimum.

r. Reference all improvements shall comply with the Standard Uniform Building Code.

s. Details of all major irrigation components.

t. Irrigation for City-maintained areas must be on a separate water meter and controller.
YES  NO  N/A

u. Plans contain copy of cover sheet with signed and dated City of Chino Water signature block.

v. Irrigation stations conform to the landscape hydrozones.

w. Plans contain a note stating "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan."

2. Water Usage Worksheets

a. Water Use Calculations included in the submittal includes Maximum Applied Water Allowance (MAWA), Evaporation Adjustment Factors (ETAF) and Estimated Total Water Use (ETWU).

3. Recycled Water: All project sites south of Schaefer Avenue shall be designed to incorporate recycled water infrastructure and be in conformance with the City of Chino Water regulations for use of recycled water.

a. Recycled Water

1) Plans contain City of Chino Standard Recycled Water Notes

2) Plans conform to Recycled Water Use Requirements

E. SOFTSCAPE

1. Plans are in substantial conformance to City approved preliminary landscape plans.

   (Submit copy of City approved Preliminary Plan)

2. Planting

a. Street Trees

1) Minimum 24" box

2) From approved list

3) Conform to adjacent tracts

4) Spacing on arterial streets

   a) Minimum 30' on center both sides (formal)

   b) Minimum 18 to 30 trees per 1,000 feet (informal)

b. 'On-site' Trees

1) Placement considering views.

2) None planted in underground utility easements

3) Staked per City Standards

4) Root control containers 5' from any hardscape (indicate manufacturer & model number)

5) Plant with Tree Brace (2 per tree)

6) Greenbelt requirements comply with City standards per the zoning ordinance

7) Represented graphically at mature size

8) Tree guards in turf

9) Meets minimum on-site tree requirements for residential projects

10) Meets minimum on-site tree requirements for commercial and industrial projects

c. Hydrozones

1) Hydrozones delineated and labeled by number, letter, etc.

2) Specify hydrozone water usage as high and moderate, moderate and low, and very low.

d. Slope Planting (6' or greater vertical height)

1) Planted with ground cover and irrigated with permanent irrigation system.

2) One 15-gallon tree per 150 SF of slope.

3) One 5-gallon shrub per 100 SF of slope.

e. Fuel Modification Plan required

f. Water Compatibility

g. Add note: Above ground utilities screened with appropriate plant material.

h. Hydroseeding:

1) Seed mix type (botanical and common names, purity and germination).

2) Quantities in pounds per 1,000 SF or acre.

3) Sturdy components.

i. Legend:

1) Symbol

2) Botanical and common names

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Understanding and Approach

YES NO N/A

3) Quantities
4) Size
5) Notations
6) WUCOLS factor

j. Visibility: Sight Distance Triangles at intersections/driveways. (per City criteria)
k. Setbacks: 10' minimum between property line and screen walls on arterial highways.

l. Shrubs:
   1) 5-Gallon minimum
   2) Shrubs designed with a layering effect adjacent to buildings and in public view areas. (Transition from lower height shrubs in front of planting area to medium to tall height shrubs in rear of planting area.)
   3) Shrubs planted in drifts spaced to appear as filled-in masses, in lieu of spotty placement of individual shrubs.

m. Ground Cover
   1) Cuttings 12" OC maximum spacing
   2) 1-gallon (spacing per variety)
   3) 3" min. depth of shredded bark mulch in all planter areas.
   4) Designated insect habitat

n. Water Features:
   1) Recirculating water system.
   2) Recycled Water.
   3) Surface area indicated and included in water budget calculations.

o. Current agronomic soils report with laboratory soil's analysis and amendment recommendations submitted.

G. SPECIFICATIONS: Edit Specifications to include only those elements that pertain to this project.

H. MAINTENANCE: Show responsibility on title sheet and on each page.
   a. All improvements are to be maintained by the developer until maintenance responsibility is turned over to the individual homeowner.
   b. All improvements are to be maintained by the property owner.
   c. All improvements are to be maintained by the City.
   d. All improvements are to be maintained by the Master Association.
   e. All improvements are to be maintained by the Association.

I. OTHER COMMENTS: Requirements for enhanced landscape features per conditions of approval.

J. CONDITIONS OF APPROVAL: Plans are in conformance with the requirements of the Conditions of Approval (submit copy of Conditions of Approval)

K. ADDITIONAL INFORMATION REQUIRED:

L. Signed and dated City of Chino Water signature block included on title sheet:

(Use signature block below)

CITY OF CHINO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
APPROVED FOR PUBLIC WATER FACILITIES

REVISED BY DATE

(RETURN ALL FORMS AND ALL PLAN CHECK SETS WITH COMMENTS WITH NEXT SUBMITTAL)

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VI. CONFLICT OF INTEREST STATEMENT

Provide in this section a statement disclosing any past, ongoing or potential conflicts of interest that your firm, proposed staff, or any subcontractors may have as a result of performing this work.

If there is no conflict of interest then provide such statement in this section.

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Proposer entered into an Agreement with the City of Chino in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

There are no conflicts of interest that would exist as a result of RJM Design Group’s performance of services under this agreement.

VII. ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, Anita Weaver, the CFO of RJM Design Group, certify that the Insurance Requirements set forth in the Proposed Agreement for RFP #20190410-DS – Landscape Plan Check Services have been read and understood. I certify that RJM Design Group, Inc.’s insurance company(ies) is/are able to provide the coverages specified.

Anita Weaver
Authorized Signature
May 6, 2019
Date
EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.

III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.
Pricing Proposal | City of Chino

CONSULTANTS’ HOURLY RATES
The client agrees to pay Consultant as compensation for all authorized work included in the scope of work heretofore stated, at the hourly rates below:

RJM DESIGN GROUP, INC.
PRINCIPAL LANDSCAPE ARCHITECT/ PROJECT MANAGER $195.00 per hour
ASSOCIATE LANDSCAPE ARCHITECT $170.00 per hour
LANDSCAPE ARCHITECT $155.00 per hour
JOB CAPTAIN / IRRIGATION DESIGNER $140.00 per hour
CADD TECHNICIAN $125.00 per hour
GRAPHICS $100.00 per hour
CLERICAL $ 85.00 per hour

Above hourly rates include charges for preliminary plan checks, recheck, revisions, and partial plan checks. United Parcel Service or a similar delivery service will be utilized for pick up and delivery of plans. Billings for all time, materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above. Expedited rates for services requiring a turnaround time of less than two weeks are billed at one and a half times our standard hourly rates.

Hourly rates will be escalated annually in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with July 1, 2022. Provisions for fee escalation pertain to all contract extensions and additional work.

REIMBURSABLE EXPENSES
When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

• Printing, plotting, copying, scanning, photography, graphic expenses
• Delivery, shipping, and handling of documents
• Permits, plan check, and inspection fees
• City business license
• Soils testing

PAYMENTS
Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule below or as approved by Project Manager.

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<th>DAYS TO PERFORM</th>
<th>DEADLINE DATE</th>
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<tbody>
<tr>
<td>A. Initial Plan Check</td>
<td>Two (2) weeks from receipt of plans or per Project Manager</td>
</tr>
<tr>
<td>B. Subsequent Plan Check</td>
<td>One (1) week from receipt of plans or per Project Manager</td>
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II. Consultant shall complete the following tasks and deliver the following tangible work products to the City by the following dates.

<table>
<thead>
<tr>
<th>WORK PRODUCT</th>
<th>DATE DUE</th>
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<tbody>
<tr>
<td>A. Reviewed Plan</td>
<td>Two (2) weeks from receipt of plans or per Project Manager, whichever is sooner</td>
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III. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.