

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
DE-25-153-SP**

This Agreement is made and entered into as of July 23, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **Rubio Medina, Architect a Sole Proprietorship** with its principal place of business at **780 Roosevelt, Irvine, CA 92620** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Metrolink Emergency Responder Substation Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$455,190.00**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **July 23, 2025 to July 22, 2028**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

| | |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability | \$1,000,000 combined single limit |
| Employer's Liability | \$1,000,000 per accident or disease |
| Professional Liability | \$1,000,000 per claim and aggregate (errors and omissions) |

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, 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.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which

include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Rubio Medina** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana

8353 Sierra Avenue

Fontana, California 92335

Attn: Christopher Smethurst, Department of
Engineering

CONSULTANT:

Rubio Medina, Architect

780 Roosevelt

Irvine, CA 92620

Attn: Rubio Medina, Architect

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

Rubio Medina, Architect

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Rubio Medina
Architect

Attest:

By: _____
Germaine McClellan Key
City Clerk

Approved as to form:

Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Thomas
Human Resources & Risk Management Director

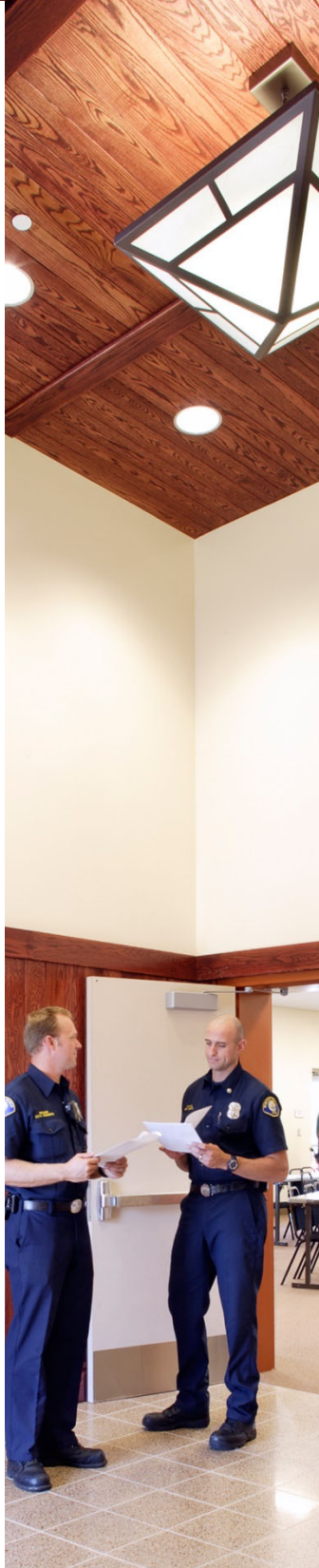
IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Chief Financial Officer

Purchasing Office

EXHIBIT A
Scope of Services

PROJECT UNDERSTANDING



The City of Fountain Valley is seeking a qualified design team to develop a new police substation and coffee shop at the current Metrolink Station where an existing public restroom facility is located. The substation will help to assist the Fontana Police Department patrol the area and provide more presence where there is currently not; provide riders on the Metrolink line a place relax in between rides; and replace the restrooms lost by the new work.

The project will consist of three main components that will need to be developed and designed together:

- **Police Substation:** Program and develop a new 2,800SF police substation for a working staff of up to five employees including office and desk space, interview rooms, restrooms, and public interaction
- **Coffee Shop:** Program and develop in conjunction with a third party a new 900SF public coffee shop with small commercial kitchen and prep area for the purpose of coffee and light snacks.
- **Public Restrooms:** As part of the coffee shop component, new public restrooms that will either be part of an accessible directly from the coffee shop or accessible and for use by Metrolink patrons and the surrounding community on a long term basis.

EV Charging: Explore opportunities to include EV charging as part of the project.

Minimal Disturbance to Existing Park: Prepare and develop the new facility to minimize disturbance to the existing park and parking areas and maintain flow of traffic for people wishing to use the park and for commuters.

Dedicated Parking: Provide dedicated parking for police personnel including a motorcycle space and patrol vehicle.

Be Good Neighbors: The existing amenities such as parking, Metrolink service, and park are anticipated to be in service and useable for the duration of construction. Continual access and coordination between Metrolink and the City will be necessary to ensure commuters' safety.

Project Budget: Establish a project budget early in the process by a professional cost estimator giving the City of Fontana and the Police Department an early and accurate snapshot of the project costs.

PROJECT APPROACH



Our **Project Approach** is designed to engage the City of Fontana, the Fontana Police Department, and other interested stakeholders and incorporate their thoughts into the design features of the project. Our proven project approach includes:

All projects are led by firm owner Rubio Medina, Architect, providing **Continuity of Service** from the first design meeting through project closeout and move-in. **He will not be replaced or removed.**

An **Accurate Programming Statement** will be developed through the engagement of all interested stakeholders and begin to give form to what is now only thoughts and ideas to be understood by all interested parties.

Collaboration Collaborate and engage with police personnel to make them part of the design solutions to ensure challenges and desires are reflected in the final design package and installed.

We understand that your project is like no other and so we do not approach your project like any others – we will **Develop Unique Solutions** that speak to the nature of the City of Fontana.

Once we have developed potential solutions, we will seek to **Validate Solutions** at key intervals to review progress of the work, gain feedback, and verify that we have understood the stated objectives for the project.

We will **Develop the Project Budget** by our third-party estimator at an early stage and confirm that budget throughout the process and be responsive to current volatile market trends today and in the future.

Rubio Medina, Architect, will **Be Responsive** to your day-to-day inquiries and always be at the ready to answer questions and give updates on project status. We have built our reputation off of client service!

Our goal is to deliver a quality project to the City of Fontana and the community at large. Our **Quality Assurance** plans involve continual project management and regular interaction with our subconsultant team.

Teamwork, Teamwork, Teamwork! Successful projects are not the product of one individual. They involve a group of like-minded individuals working towards common goals. **Call my references!!**

| PROPOSED SCOPE OF WORK | |
|------------------------|---|
| Task A: | <p>Project Design Kick-Off Meeting</p> <p>Project Orientation: A project orientation meeting will be held with appropriate stakeholders for the Metrolink Emergency Responders Substation project including but not limited to City project management team, Metrolink personnel, police personnel, coffee shop owners, building department, planning department, and other interested stakeholders to discuss goals of the project, project protocol, lines of communications, sustainability goals, and processing timelines.</p> <p>Project Schedule: The Architect will refine the conceptual project schedule for review and input from the attendants of the Project Orientation.</p> <p>Data Gathering: The Architect will collect all previous materials and information regarding the proposed facility including but not limited to as built, studies, reports, budgets, title reports, and other information related to the site and project parameters.</p> <p>Deliverables: Meeting minutes, updated schedule</p> |
| Task B: | <p>Programming</p> <p>Programmatic Study: The Architect will work with city police personnel to develop an accurate programming statement to accurately describe spaces to be included in the new substation, activities of those spaces, adjacencies to other spaces, and overall characteristics. The Architect will develop a space use analysis matrix and associated component diagrams so the spaces can be reviewed in both written and graphic formats.</p> <p>The Architect will also meet with the proposed coffee shop owners to determine characteristics of the proposed spaces, equipment proposed for the space, and overall development guidelines.</p> <p>During a working meeting, the Architect will present the draft programmatic study for review and comments by City of Fontana, police department, coffee shop owners, and other interested stakeholders. The Architect will gather the comments and revise the programmatic study which will become the basis for future work.</p> <p>With the programmatic study completed and agreed to, the Architect will develop a site bubble diagram indicating proposed spaces and how the new facility would fit into the existing park area, traffic circulation, any security issues, landscaping, hardscape areas, trash enclosures and other site features for review and comments. The Architect will gather the comments and revise the site bubble diagram which will become the basis of future work.</p> <p>Deliverables: Program matrix and component diagrams, site bubble diagram</p> |
| Task C.1: | <p>Schematic Design</p> <p>Schematic Floor Plans: Based on the approved Programmatic Study, the Architect will develop conceptual floor plans to scale for the public safety facility indicating all room adjacencies, hallways, equipment, and general code conformance for review and discussion with the City, police personnel, Metrolink, and coffee shop owners. The Architect will revise the scheme based on comments received and will be the basis of future work.</p> <p>Schematic Site Plan: Based on the approved site schematic bubble diagram and conceptual floor plan, the Architect will refine the site plan to include information including actual building size, vehicular access, secured parking, shared entrances, site features such as trash enclosure, fuel island, generator, training opportunities, and additional utility information.</p> |

Image Boards: Based on input from the planning division and City personnel, the Architect will prepare image boards of potential features and characteristics of exterior features and styles to arrive at a common design theme to be utilized for the architectural elevations of the facility. The Architect will prepare image boards of potential features and characteristics to be designed into the facility for review, comment, and consensus building.

Schematic Elevations: Based on information gained the Architect will develop conceptual elevations for the substation facility for review and discussions. Samples of materials and colors will be discussed, and the Architect will receive comments and revise the elevation schemes which will be the basis for future work.

Consultant Preliminary Design: The consultant team will prepare schematic engineering systems for the station including civil, electrical, water and sewer requirements, conceptual HVAC requirements, and structural engineering systems.

Opinion of Probable Construction Cost: An opinion of probable construction cost in CSI format will be completed based on completed schematic documents. The opinion of cost will be reviewed with the City Project Team and verified with the overall project budget. Phasing of the facility will be discussed and agreed upon for future development..

Deliverables: Schematic design level architectural drawings including site plan, floor plan, exterior elevations; schematic design level drawings from civil, structural, mechanical, electrical, and plumbing, opinion of probable construction costs

Task C.3: Geotechnical Investigation

Geotechnical Investigation: The Architect's geotechnical consultant will be on-site to do exploratory borings on the proposed site for use in developing site soil characteristics and guidelines for an essential services facility and flatwork. The geotechnical consultant will dig and take samples at up to four test areas based on the approved site bubble diagram.

Geotechnical Report: The geotechnical consultant will prepare a site-specific report of the findings of their borings and make recommendations for footings, excavation and compaction activities, concrete sections, and site-specific work such as AC paving and concrete flatwork.

Deliverables: Geotechnical report

Task C.2: Topographical/ALTA Survey

Topographical Survey: The Architect's civil consultant will prepare a site topographical survey focused on areas of anticipated improvements only indicating boundary lines and site topographical characteristics for use in developing a demolition plan and for future site improvements.

ALTA Survey: The civil consultant will prepare an ALTA survey based on an owner supplied title report. The ALTA survey shall include items 3, 4, 5, 6(a)(b), 7(a)(b1)(c), 8, 11(a)(b), 13, 14, and 19 of Table A of the ALTA/NPS standards. The ALTA survey will cover the entire legal parcel having APN 0191-291-0000, having a total area of 5.136 acres

Deliverables: Site topographical map, boundary survey, ALTA Survey

Task C.4: Planning Submittal

Presentation Documents: The Architect will prepare colored site, floor plan, and exterior elevations previously prepared for use in presenting the full project to City Planning Department to attain planning approval.

Deliverables: Colored site, floor plan, and exterior elevations; additional documents as required by the City of Fontana Planning Department.

Task D: Design Development Documents

Design Development Documents: Based on the schematic design previously completed and approved the Design Team will further refine the project scope and develop grading, utility, structural, electrical and mechanical systems, and planting plans and how they relate and impact the approved design.

The Design Development set (50% Construction Documents) will be submitted to the City IT department for system review, coordination, and comments on required systems to be in place.

Outline Specifications: The Architect will prepare an outline specification indicating proposed materials, finishes, equipment, and general product data. The outline specification will be discussed with the City, Fire, and Sheriff Department personnel to determine color and material selections for the interior of the project.

Opinion of Probable Construction Cost: An opinion of probable construction cost in CSI format will be completed based on completed design development documents. The opinion of cost will be reviewed with the City Project Team and verified with the overall project budget. Value engineering items will be discussed if necessary to bring the project back within budget limits.

Deliverables: Design Development plans (50% CD): architectural, civil, structural, mechanical, electrical, landscaping; opinion of probable construction cost in CSI format

Task E.1: Construction Documents

Construction Documents: The Design Team will prepare Construction Documents for use in submitting to the City of Fontana Building Department for review and permitting. The project will be designed using the 2022 CBC as amended by the City of Fontana, and other applicable and current local codes including the CalGreen Checklist for Sustainable Design. The Construction Documents will include plans, specifications, and calculations. Submittals are anticipated at 50% and 90% only.

Equipment Cut Sheets: The Design Team will present product cut sheets for proposed equipment for review by the City maintenance department for verification of systems to be specified. The Design Team will make revisions to equipment based on comments from the maintenance department and incorporate in to the final design.

Utility Coordination: The engineering consultants will coordinate with local wet and dry utility service providers for onsite and offsite improvements relating to water, sewer, gas, electrical, cable, data, and phone. The engineering consultants will assist the Architect and the City in submitting an application for new and or revised services to the subject site.

Building Department Submittal and Permit Issuance: At the completion of the 90% construction document phase, the plans will be submitted to the City of Fontana Building Department for review of code issues. The Design Team will respond to review plan check items and resubmit for building department issuance. The plans incorporating these items will be considered the Bid Set.

It is anticipated that the entire project will be submitted for plan check as one project with phasing of plans clearly delineated.

It is anticipated that the Design Team will respond to plan check comments generated out of first plan check comments only. Any additional comments not originally contained in first plan check comments will be picked up on an hourly basis.

Project Manual: The Design Team will prepare the project manual which will include the technical specifications for all proposed systems, finishes, materials, and equipment to be installed. The Architect will coordinate with the City in preparing Division 1 specifications, sustainability requirements, general conditions, and bid information.

Opinion of Probable Construction Cost: An opinion of probable construction cost in CSI format will be completed based on 70% and 100% construction documents. The opinion of cost will be reviewed with the City Project Team and verified with the overall project budget. Value engineering items will be discussed if necessary to bring the project back within budget limits.

Deliverables: Construction Documents and calculations suitable for submitting to building department (90% CD): architectural, civil, structural, mechanical, electrical, landscaping; opinion of probable construction cost in CSI format (2 total); bid ready plans and specifications.

Task F.1: Bidding Support Services/Construction Administration

Bid Assistance: During the bidding phase the Design Team will assist the City in preparing bid documents for use in distributing to prospective general contractors. The Architect will attend a pre-bid meeting at the site and assist the City in presenting and explaining the work. The Design Team will respond to contractor request for information, review proposed product substitutions, and prepare addenda for distribution.

Construction Administration: The Architect will establish a means to respond quickly to the contractor's requests for information. Scope is based on a twelve-month construction schedule. Services include:

- Attend bi-weekly construction meetings to determine general conformance with the Contract Documents (up to 24 meetings)
- Periodic review by the sub consultant team during key points in development of the remodel (total of six meetings)
- Review of contractor application for payment
- Final pay application recommendations
- Final walk-through and punch-list; establishment of Date of Substantial Completion (total of two meetings)
- Submittal/ Shop Drawing review
- Product substitution review
- Responses for contractor clarifications/ field questions/ requests for information
- Preparation of change orders/ architects' supplemental instructions as required
- Review of contractor submitted operations manuals and as-built documents

Deliverables: Addenda and clarification as required

Task F.2: Record Drawings

Record Drawings: The Architect and the sub-consultant design team will receive the general contractor's red lined field set as required by the specifications and incorporate those changes into the drawings. The Architect will return one unstamped or signed set to the City for their records.

Exclusions

The following services are excluded from our scope and fee:

- Environmental documentation and processing
- Hazardous materials abatement or evaluation
- Independent investigation of accuracy of supplied information from Owner
- Permit/ plan check/ agency fees
- Optional CalGreen Tier design and evaluation
- LEED Certification and evaluation
- Photovoltaic design (performance specification for third party design/installation included)
- EV charging stations for vehicles other than Level-2 (buses, etc)
- Telecommunications design (backbone system and coordination with City IT department and other vendors included)
- Power, raceway, cabling and similar for radio dispatch operations – assumed none required at the facility.
- Fire suppression design (to be design-build by selected contractor, performance specification included)
- Specialized footing systems (mat slabs, pile driven, etc)
- Specialized framing systems (moment frames, etc)
- On site retention/percolation systems
- Off-site improvements to streets, utilities, or sidewalks (parking as specified in scope are included)
- Construction staking
- Special inspections during construction including but not limited to soils compaction, concrete compression testing, welding inspections, and other specialty inspections as required by the drawings.

Task E.2: Water Quality Management Plans (Optional Service)

Preliminary WQMD: The Architect's civil consultant will prepare a Preliminary Water Quality Management Plan (PWQMP) in accordance with the current County of San Bernardino and City of Fontana Storm Water Standards as required for the anticipated ASP entitlement process for the Project. The report will include permanent BMPs to treat the Project site storm water runoff and mitigate downstream hydromodification.

Final WQMD: The Architect's civil consultant will prepare final WQMD documentation in accordance with the current County of San Bernardino and City of Fontana Storm Water Standards. The report will include permanent BMPs to treat the Project site storm water runoff and mitigate downstream hydromodification.

Deliverables: WQMD Documentation

Task E.3: Fire Sprinkler Design (Optional Service)

Fire Sprinkler Design: It is anticipated that the fire sprinkler design will be a deferred submittal and completed by the selected general contractor. Should the City request or require that the fire sprinkler design be completed at time of building design, the Architect's consultant will prepare design plans and calculations for a fully functional fire sprinkler system.

Deliverables: Fire sprinkler drawings and calculations.

Task E.4: EV1 Parking Stalls (Optional Service)

EV Charging Stalls: The Architect's electrical consultant will prepare drawings for up to four (4) EV parking stalls for adjacent building parking. It is assumed that EV parking will be designed as Level-2 (40A/2P) with charging station, wire, service conductors installed at completion of project.

PROPOSED CONSTRUCTION SCHEDULE

| PHASE DESCRIPTION | | DAYS | START | COMPLETION |
|-------------------------------|---|------|--|-------------------|
| CONTINUOUS PROJECT MANAGEMENT | TASK A: PROJECT DESIGN KICK-OFF MEETING | 2 | July 1, 2025 | July 3, 2025 |
| | Kick off meeting, gather data | 2 | Deliverables: Updated project schedule | |
| | TASK B: PROGRAMMING | 10 | July 7, 2025 | July 18, 2025 |
| | Meet with PD, café owners and prepare first draft | 5 | Deliverables: Programming Statement, site bubble diagram | |
| | Revise programming per comments of design committee | 5 | | |
| | TASK C.1 SCHEMATIC DESIGN | 26 | July 21, 2025 | August 26, 2025 |
| | Develop conceptual floor plans, site, and elevations | 10 | Deliverables: Conceptual architectural drawings SD level estimate, SD level consultant drawings (civil, structural, mechanical, electrical) | |
| | Meet with City, PD to review and gather comments | 1 | | |
| | Revise drawings and submit for approval | 5 | | |
| | Consultant start conceptual layouts | 5 | | |
| | Prepare cost estimate | 5 | | |
| | TASK C.2 TOPOGRAPHICAL SURVEY | 20 | July 7, 2025 | August 1, 2025 |
| | Field work, prepare CAD files | 20 | Deliverables: Site survey, ALTA survey | |
| | ALTA survey work (concurrent with survey) | 20 | | |
| | TASK C.3 GEOTECHNICAL INVESTIGATION | 20 | July 7, 2025 | August 1, 2025 |
| | Field work, prepare report | 20 | Deliverables: geotechnical report | |
| | TASK C.4 PLANNING SUBMITTAL | 10 | August 27, 2025 | TBD |
| | Prepare planning documents and submit for planning review | 10 | Deliverables: Planning documents (colored site, floor plans, conceptual landscape plans, exterior elevations, colors and materials board) | |
| | Fontana Planning Review (undetermined length or time) | ** | | |
| | TASK D: DESIGN DEVELOPMENT | 25 | August 27, 2025 | October 1, 2025 |
| | Prepare DD level drawings (50% CD) | 25 | Deliverables: DD level architectural, civil, structural, MEP, landscaping; cost estimate | |
| | TASK E: CONSTRUCTION DOCUMENTS | 91 | October 2, 2025 | February 11, 2026 |
| | 70% Construction Documents | 20 | Deliverables: 70% level CD drawings, 70% level cost estimate, 100% level CD set, 100% level estimate, calculations, specifications book | |
| | 70% Cost Estimate | 10 | | |
| | 90% Construction Documents | 10 | | |
| | 1st Review Plans by Building Department* | 20 | | |
| | Response to 1st Plan Check Comments | 10 | | |
| | 2nd Review Plans by Building Department* | 10 | | |
| | 100% Cost Estimate | 10 | TBD how many days for bid and how long for issuance of Notice to Proceed | |
| | Permit Ready/Submit to City for Bidding/Construction | 1 | | |
| | Advertise for Bids | 20 | | |
| | Start of Construction (TBD) | | | |

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

PROPOSED FEE SCHEDULE

| | | | |
|--|-----------------------------------|---------------------------|------------------|
| TASK A: PROJECT DESIGN KICK-OFF MEETING | | Task A Subtotal: | \$2,280 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$2,280 | |
| TASK B: PROGRAMMING | | Task B Subtotal: | \$5,700 |
| Rubio Medina, Architect | Architect of Record | \$5,700 | |
| TASK C.1 SCHEMATIC DESIGN | | Task C.1 Subtotal: | \$39,203 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$11,400 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$10,560 |
| DCSE | Structural Engineering Consultant | | \$2,750 |
| C3 | Mechanical Engineering Consultant | | \$4,703 |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$6,270 |
| CUMMING | Cost Consultant | | \$3,520 |
| TASK C.2 TOPOGRAPHICAL SURVEY | | Task C.2 Subtotal: | \$22,800 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$1,900 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$20,900 |
| TASK C.3 GEOTECHNICAL INVESTIGATION | | Task C.3 Subtotal: | \$26,760 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$1,900 | |
| PETRA GEOSCIENCE | Geotechnical Consultant | | \$24,860 |
| TASK C.4: PLANNING SUBMITTAL | | Task C.4 Subtotal: | \$7,600 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$7,600 | |
| TASK D: DESIGN DEVELOPMENT | | Task D Subtotal: | \$80,672 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$15,200 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$24,640 |
| DCSE | Structural Engineering Consultant | | \$7,700 |
| C3 | Mechanical Engineering Consultant | | \$9,405 |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$7,645 |
| RJM DESIGN GROUP | Landscape Architect Consultant | | \$10,802 |
| CUMMING | Cost Consultant | | \$5,280 |
| TASK E: CONSTRUCTION DOCUMENTS | | Task E.1 Subtotal: | \$126,421 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$25,650 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$35,200 |
| DCSE | Structural Engineering Consultant | | \$14,300 |
| C3 | Mechanical Engineering Consultant | | \$14,108 |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$9,543 |
| RJM DESIGN GROUP | Landscape Architect Consultant | | \$18,821 |
| CUMMING | Cost Consultant | | \$8,800 |
| TASK F.1: BIDDING SUPPORT/CA | | Task F.1 Subtotal: | \$64,385 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$30,400 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$14,300 |
| DCSE | Structural Engineering Consultant | | \$5,225 |
| C3 | Mechanical Engineering Consultant | | \$3,135 |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$3,273 |
| RJM DESIGN GROUP | Landscape Architect Consultant | | \$8,052 |
| CUMMING | Cost Consultant | | \$0 |
| TASK F.2: RECORD DRAWINGS | | Task F.2 Subtotal: | \$15,130 |
| RUBIO MEDINA, ARCHITECT | Architect of Record | \$3,800 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$3,300 |
| DCSE | Structural Engineering Consultant | | \$2,200 |
| C3 | Mechanical Engineering Consultant | | \$1,650 |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$1,980 |
| RJM DESIGN GROUP | Landscape Architect Consultant | | \$2,200 |
| Rubio Medina, Architect Subtotal: | | \$105,830 | |
| Consultant Subtotal: | | | \$285,120 |
| **SUBTOTAL (BASE FEE): | | \$390,950 | |
| *Reimbursable: | | \$7,500 | |

*Reimbursable expenses incurred by Rubio Medina, Architect, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by the Architect or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

** At a total of 3,700SF it is anticipated that the construction fee is close to \$4M - our fee is less than 10% of construction costs and includes non-AIA standard services such as cost estimating, civil, landscape architecture, and others. We are very excited to be working with the City of Fontana and their Police Department on this very important project. We submit our fee proposal as a starting point for discussion and further negotiations to better refine to the needs of the City and the Police Department and welcome your feedback.

PROPOSED FEE SCHEDULE (OPTIONAL SERVICES)

| | | | |
|--|-----------------------------------|---------------------------|-----------------|
| TASK E.2: WQMD DOCUMENTATION | | Task E.2 Subtotal: | \$17,300 |
| Rubio Medina, Architect | Architect of Record | \$1,900 | |
| KIMLEY-HORN | Civil Engineering Consultant | | \$15,400 |
| TASK E.3: FIRE SPRINKLER DESIGN | | Task E.3 Subtotal: | \$34,900 |
| Rubio Medina, Architect | Architect of Record | \$1,900 | |
| COLLINGS AND ASSOCIATES | Fire Sprinkler Consultant | | \$33,000 |
| TASK E.4: EV1 PARKING STALLS | | Task E.4 Subtotal: | \$4,540 |
| Rubio Medina, Architect | Architect of Record | \$1,900 | |
| THOMA ELECTRIC | Electrical Engineering Consultant | | \$2,640 |

SUBTOTAL (BASE FEE + REIMBURSABLE) = \$398,450.00
 SUBTOTAL (OPTIONAL SERVICES - E.2, E.3, & E.4) = \$56,740.00

GRAND TOTAL = \$455,190.00