

**CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of December 8, 2025 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”), and Watry Design, Inc., a California Corporation with its principal place of business at 3780 Kilroy Airport Way, Suite 220, Long Beach California 90806 (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:

Completion of construction documents for a 5-level parking structure providing approximately 400+ stalls within 150,000 square feet. The ground floor will include retail space along two street frontages totaling approximately 9,900 square feet of area. The project site is on the southeast corner of C Street and First Avenue in Downtown Upland (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 five hundred forty thousand dollars (\$540,000.00). 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.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount

and Additional Work) exceed five hundred ninety thousand dollars (\$590,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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 of Performance

The term of this Agreement shall be from **December 8, 2025, to December 8, 2027** (the "Term"), 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 and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder as set forth in Exhibit C – Project Schedule. 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; pandemics; 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.

a. PERS Eligibility Indemnification

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

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

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 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 Taylor Kim 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:

DISTRICT:

City of Upland
460 N. Euclid Avenue
Upland, CA 91786

Attn: Development Services Director

CONSULTANT:

Watry Design, Inc.
3780 Kilroy Airport Way
Long Beach, CA 90806

Attn: Taylor Kim, Associate Principal

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
BETWEEN CITY OF UPLAND
AND WATRY DESIGN, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

WATRY DESIGN, INC.

By: DocuSigned by:
Michael Blay
ED20F3D000FF40A...
Michael Blay,
City Manager

By: DocuSigned by:
Taylor Kim
9EB98B24BD03417...
Its: Associate Principal

Printed Name: Taylor Kim

ATTEST:

By: DocuSigned by:
Keri Johnson
F427A0F03DE347A...
Keri Johnson
City Clerk

APPROVED AS TO FORM

By: Signed by:
Stephen Deitsch
9320570F6DB648E...
Stephen P. Deitsch
City Attorney

EXHIBIT A
Scope of Services

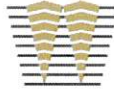


EXHIBIT A — SCOPE OF WORK

This is an exhibit attached to and made part of the proposal dated September 5, 2025, between WATRY DESIGN, INC. and The City of Upland, hereinafter referred to as the CLIENT.

Section 1 - Basic Services

1.1 Project Definition

- 1.1.1 Watry Design, Inc. shall review the program furnished by the Client to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Client.
- 1.1.2 Watry Design, Inc. shall assist in the development of design and construction schedules and assist the Client in evaluating the construction budget.

1.2 Design Development Phase

- 1.2.1 Attend coordination meetings, assume bi-weekly.
- 1.2.2 Prepare the following milestone submittals: 100% DD

Architecture & Parking Planning

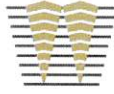
- 1.2.3 Confirm code required parking for ADA and Electric Vehicles are being met.
- 1.2.4 Further develop Architectural Elevations shown in the Schematic Design Submittal.
- 1.2.5 Deliverables at each milestone submittal will include:
 - Design Criteria Narrative
 - Architectural & Parking Floor Plans
 - Parking Level Drainage Plans
 - Architectural Elevations
 - Architectural Building Sections
 - Draft specifications

Structural Engineering

- 1.2.6 Watry Design, Inc. shall provide updated Structural Criteria for the Geotechnical Engineer.
- 1.2.7 Prepare structural framing plans and foundation plan. The framing plans will be based on CIP, post-tensioned concrete.
- 1.2.8 Deliverables at each milestone submittal will include:
 - Design Criteria Narrative
 - Structural Framing Plans
 - Structural Foundation Plans
 - Structural details as needed
 - Draft specifications

Civil Engineering

- 1.2.9 Deliverables at each milestone submittal will include:
 - Existing Condition Plan / Topography – for reference only
 - Site Demolition Plan
 - Horizontal Control/ Site Improvement Plan
 - Proposed Grading and Drainage Plan
 - Typical Site Sections
 - Composite (Wet) Utility Plan
 - Preliminary Water Quality Management Plan (pWQMP)



- Draft specifications

Landscape Architecture

1.2.10 Deliverables at each milestone submittal will include:

- Preliminary Hardscape Plans/Details
- Preliminary Irrigation Layout
- Preliminary Planting Plans
- Draft specifications

MEP Engineering

1.2.11 Deliverables at each milestone submittal will include:

- HVAC design of the building and associated facilities.
- Provide detailed load calculations and Title 24 calculations.
- Electrical and lighting design of the building and associated facilities.
- Plumbing design up to five feet outside of the building.
- Telecommunications design of the building.
- Retail tenants will be designed to core & shell utilities only.
- Technical Specifications

Cost Estimating

1.2.12 Deliverables at each milestone submittal will include:

- Cost Estimate of 100% DD documents

1.3 Construction Documents Phase

1.3.1 Attend coordination meetings, assume bi-weekly.

1.3.2 Prepare the following milestone submittals: 95% CD (for Plan Check submittal)

Architecture & Parking Planning

1.3.3 Confirm code required parking for ADA and Electric Vehicles are being met.

1.3.4 Further develop Architectural Elevations shown in Schematic Design Submittal.

1.3.5 Deliverables at each milestone submittal will include:

- Architectural & Parking Floor Plans
- Parking Level Drainage Plans
- Architectural Elevations
- Architectural Building Sections
- Enlarged Floor Plans (of specific areas as needed)
- Typical Wall Sections
- Architectural Details
- Architectural Specifications
- Building Code Analysis

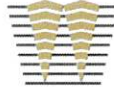
Structural Engineering

1.3.6 Review the effect of Secondary and Non-Structural elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The Contract Documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

1.3.7 Designate on the Contract Documents all required Special Inspection and Testing.

1.3.8 Prepare Structural Calculations for the Primary Structural System for submittal to Governing Building Officials.

1.3.9 Designate elements to be designed by Specialty Engineers (Delegated Design). The Contract Documents will specify the structural design criteria, type of element, position within structure and connection to Primary Structural System, and required Submittals.



1.3.10 Watry Design, Inc. shall designate elements to be designed by Specialty Engineers. The Contract Documents shall specify Structural Design Criteria, type of element, position within structure and connection to Primary Structural System, and required Submittals.

1.3.11 Deliverables at each milestone submittal will include:

- Structural Framing Plans, including enlarged plans as needed
- Structural Foundation and Slab-on-Grade Plans
- Structural details as needed
- Structural Calculations
- Specifications

Civil Engineering

1.3.12 Deliverables at each milestone submittal will include:

- Existing Condition Plan / Topography – for reference only
- Site Demolition Plan
- Horizontal Control/ Site Improvement Plan
- Precise Grading and Drainage Plan
- Onsite Sewer & Water Plan
- Erosion Control Plan
- Construction Details / Sections
- Storm Water hydrology and hydraulics Drainage Report
- Final Water Quality Management Plan (pWQMP)
- Specifications

Landscape Architecture

1.3.13 Deliverables at each milestone submittal will include:

- Construction Plans and Details
- Irrigation Plans, Schedules, Calculations, and Details
- Planting Plans, Details, Notes, and Legend
- Technical Specifications

MEP Engineering

1.3.14 Deliverables at each milestone submittal will include:

- HVAC design of the building and associated facilities.
- Provide detailed load calculations and Title 24 calculations.
- Electrical and lighting design of the building and associated facilities.
- Plumbing design up to five feet outside of the building.
- Telecommunications design of the building.
- Retail tenants will be designed to core & shell utilities only.
- Technical Specifications

Cost Estimating

1.3.15 Deliverables at each milestone submittal will include:

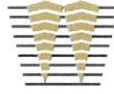
- Cost Estimate of 95% CD Documents

1.4 Plan Check Phase

1.4.1 Watry Design, Inc. and consultants shall respond to Governing Building Official's comments on Contract Documents prepared by the design team.

1.4.2 It is assumed that the plan checker is experienced in checking projects of a similar nature to the project being designed.

1.4.3 It is assumed the plan check will be complete prior to going to bid.



1.5 Consultants

- 1.5.1 Watry Design, Inc. shall hire the following consultants to prepare work for the project based on their expertise:
- BKF – Civil Engineer
 - Lynn Capouya – Landscape Architect
 - MA Engineers – MEP Engineers
- 1.5.2 Watry Design, Inc. shall coordinate with subconsultants provided under contract to others including:
- GeoTek – Geotechnical Engineer

1.6 Assumptions

- 1) Project will be designed and submitted for permit in February 2026, under 2022 code cycle
- 2) Reimbursables estimate does not include mass printing.
- 3) The project will not be pursuing Parksmart certification.
- 4) The Revit model will not need to be updated during construction administration. Field changes will be documents via the contractor's As-Built drawings.

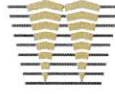
1.7 Exclusions from Basic Fee

- 1) Models and/or Presentation Drawings for City approvals. These can be provided as additional services.
- 2) Value Engineering Phases
- 3) Phased Permitting
- 4) Record drawings or conformed sets
- 5) Parking Access Control System (PARCS) design
- 6) Bidding and Construction Administration scope

Section 2 - Additional Services

2.1 General

- 2.1.1 Services beyond those outlined under Basic Services are frequently requested. They are categorized as Special and Extra Services. These services may be provided by Watry Design, Inc. under terms mutually agreed upon by the Client and Watry Design, Inc.
- 2.1.2 Special Services are services which may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:
- 1) Services related to the analysis of the Client's needs and programming the requirements of the Project.
 - 2) Services related to financial feasibility or other special studies.
 - 3) Services related to planning surveys, site evaluations or comparative studies of prospective sites.
 - 4) Services related to special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
 - 5) Services related to the structural design of Non-Structural Elements and their attachments, such as:
 - i. Antennas and flagpoles.
 - ii. Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.

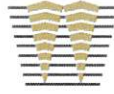


- 6) Services related to the structural design of Secondary Structural Elements and their attachments that are part of deferred submittals items which would be design build by the contractor, such as:
 - i. Steel Stairs.
 - ii. Pre- Cast Panels
 - iii. Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment
 - iv. Window washing systems and tie downs
 - v. Connection and support for solar systems
 - 7) Structural design of site-work elements not part of the Building Structural System, such as
 - i. Retaining walls, culverts, bridges, etc.
 - ii. Support for landscape furnishings such as flagpoles, lighting poles, benches, foundations, pools, signs, etc.
 - 8) Services related to special dynamic analysis such as spectrum or time-history response to seismic forces, or floor-response analysis for foot-fall or vibratory equipment.
 - 9) Services related to special wind analyses, such as wind-tunnel test, etc.
 - 10) Services related to "seismic risk" analysis.
 - i. Preparation of demolition documents, except as included in basic services above.
 - 11) Field Investigation of existing Buildings and structures including surveys of existing construction or to make measured drawings thereof.
 - 12) Services connected with the preparation of documents for alternate bids or for segregated Contracts for phased or fast-track construction.
 - 13) Design or field observation of shoring and bracing for excavations and building, of underpinning of adjacent structures.
 - 14) Design or review related to contractor's construction related equipment, e.g., cranes hoist, etc.
 - 15) Design for future expansion, facilities, systems and equipment.
 - 16) Preparation of record set of Drawings.
 - 17) Preparation of shop or fabrication Drawings, for example, tilt-up wall panel Drawings, reinforcing and structural steel detailing, etc.
 - 18) Services provided after the issuance to the Client of the final Certificate of Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
 - 19) Providing services of consultants for other than those listed above.
- 2.1.3 Extra Services — These are services which arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run which is outside the control of Watry Design, Inc.
- 3) Services resulting from revisions which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the preparation of documents.
- 5) Services resulting from revisions due to changes required as a result of the Client's failure to render decisions in a timely manner.
- 6) Services resulting from Construction Change Orders.
- 7) Services resulting from corrections or revisions required because of errors or omissions in construction by the Building contractor or in design by consultants other than Watry Design, Inc. or its subconsultants.
- 8) Services resulting from construction procedures over which Watry Design, Inc. has no control.
- 9) Services due to extended design or construction time schedules.

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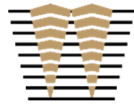
- 10) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 11) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 12) Review and design of alternate or substitute systems except as provided under basic services.
- 13) Review of additional shop drawing Submittals when occasioned by improper or incomplete Submittals.
- 14) Overtime work required by the Client.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations such as driven piles or drilled piers, mat footings, structural grade slabs, and grade beams.

END OF EXHIBIT A

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.



WATRY DESIGN, INC.

Architects • Engineers • Parking Planners

EXHIBIT B

COMPENSATION

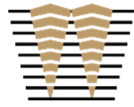
Compensation for our services shall be time and materials, billed monthly for basic services in each phase shall be as follows:

	DESIGN DEVELOPMENT (60% DESIGN)	CONSTRUCTION DOCUMENTS (90% DESIGN)	REIMBURSABLE EST.	TOTAL	PLAN CHECK*
ARCH/PARKING	\$ 76,000	\$ 140,000	\$ 5,000	\$ 221,000	\$ 18,000
STRUCTURAL	\$ 40,000	\$ 60,390	\$ -	\$ 100,390	\$ 10,000
CIVIL	\$ 34,000	\$ 56,000	\$ -	\$ 90,000	\$ 9,000
LANDSCAPE	\$ 14,170	\$ 24,440	\$ -	\$ 38,610	\$ 2,000
MEP	\$ 20,000	\$ 30,000	\$ -	\$ 50,000	\$ 1,000
TOTAL	\$ 184,170	\$ 310,830	\$ 5,000	\$ 500,000	\$ 40,000

*Estimated Plan Check Fee. Total shall equal remaining SD fee from previous agreement at conclusion of entitlements.

Additional Services shall be charged at our current standard hourly rates.

Reimbursable expenses as described in the attached Exhibit B Terms and Conditions shall be billed at cost plus 10% handling.



WATRY DESIGN, INC.

Architects • Engineers • Parking Planners

2025-2026 Hourly Rates

Principal	335
Director	295
Associate Principal	285
Associate Director	275
Senior Project Manager	265
Project Manager	255
Assistant Project Manager	245
Senior Job Captain	235
Job Captain	225
Senior Designer	215
Staff Designer	205
Project Administrator	170
Administrator	150

Costs for Reimbursables

Reimbursable Expenses - Expenses including the costs of out-of-town travel (such as airfare and hotel), mileage, parking, printing, typography, delivery, photography, and models shall be billed by Watry Design, Inc. at cost plus 10%. Mileage is billed at 70 cents per mile. In-house large format copies are billed at \$2.00 per sheet for black and white and \$5.00 per sheet for color.

BKF ENGINEERS PROFESSIONAL SERVICES
 RATE SCHEDULE
 2025-2026

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$333.00
Senior Project Executive	\$309.00
Project Executive	\$301.00
Senior Project Manager Senior Technical Manager	\$292.00
Project Manager Technical Manager	\$287.00
Engineering Manager Surveying Manager Planning Manager	\$264.00
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TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$245.00
Project Engineer Project Surveyor Project Planner	\$215.00
Design Engineer Staff Surveyor Staff Planner	\$188.00
BIM Specialist I, II, III	\$188.00 - \$215.00 - \$245.00
Technician I, II, III, IV, V	\$179.00 - \$190.00 - \$208.00 - \$224.00 - \$242.00
Drafter I, II, III, IV	\$140.00 - \$153.00 - \$166.00 - \$184.00
Engineering Assistant Surveying Assistant Planning Assistant	\$117.00
<hr/>	
FIELD SURVEYING	
Survey Party Chief	\$245.00
Instrument Person	\$210.00
Survey Chainperson	\$158.00
Utility Locator I, II, III, IV	\$128.00 - \$181.00 - \$217.00 - \$247.00
Apprentice I, II, III, IV	\$97.00 - \$130.00 - \$144.00 - \$152.00
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CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$320.00
Senior Construction Administrator	\$279.00
Resident Engineer	\$207.00
Field Engineer I, II, III, IV	\$188.00 - \$215.00 - \$245.00 - \$263.00
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FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$229.00
Funding Strategies Manager	\$210.00
Funding/Research Analyst I, II, III, IV	\$144.00 - \$166.00 - \$176.00 - \$194.00
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PROJECT ADMINISTRATION	
Project Coordinator	\$156.00
Senior Project Assistant	\$134.00
Project Assistant	\$119.00
Clerical Administrative Assistant	\$100.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Late Fee will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



Principals

Michael Akavan, PE, LEED AP
Roy Campbell, PE, LEED AP
Jerry Coult, CPD, LEED AP
Daniel Grammier, PE, LEED AP
Brian Hahlen
Richard Hernandez, CPD, LEED AP
Eric Leftwich, PE
Vincent Luna, PE
Tom Lunneberg, PE, LEED AP BD+C, CxA
David Noji, LEED AP
Shahab Salehi, PE, LEED AP
Dwayne Sattler, CPD
Harold Stueven, PE
Benny Sy, PE, CPD
Ray Thompson
Vincent Vegas, PE, CPD, LEED AP

HOURLY PROFESSIONAL MEP ENGINEERING SERVICES

Principal _____	\$250.00
Associate _____	\$220.00
Project Manager _____	\$200.00
Project Engineer _____	\$160.00
Senior Designer _____	\$135.00
Designer _____	\$110.00
CAD Operator _____	\$85.00
Administrative _____	\$75.00

CONSULTING ENGINEERS

5160 Carroll Canyon Rd, Suite 200, San Diego, California 92121 | ☎ 858.200.0030 | www.ma-engr.com



2024 HOURLY RATE SCHEDULE

Attachment A

Classification	Hourly Rate
Principal	\$ 290.00
Certified Irrigation Designer / Auditor	\$ 185.00
Senior Project Manager / Landscape Architect	\$ 185.00
Project Manager / Landscape Architect	\$ 175.00
Design Staff II	\$ 125.00
Design Staff I	\$ 110.00
Administrative Staff	\$ 100.00

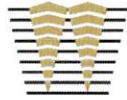
Reimbursable expenses related to the project, whether for in-house, consultant or client use will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings
- Outside service scanning, printing, copying of drawings and documents of any size.
- In-house project related printing / copying (black/white and color), including draft and final reports, specifications, and drawings.
- Postage, delivery, and messenger service (prior client approval)
- Renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Presentation boards.
- Software purchase and licensure on behalf of the client.

Hourly Billing Rates will be updated no more than once a year from the date of executed agreement.

2024 Rates effective through 12/31/2024

EXHIBIT C
Project Schedule



WATRY DESIGN, INC.

Architects • Engineers • Parking Planners

Exhibit C

PROJECT DESCRIPTION:

The project consists of a 5-level structure providing approximately 400 parking stalls in 150,000 square feet. The ground floor will include retail space along the two street frontages, totaling approximately 9,900 square feet of area. This structure will be of concrete cast-in-place (CIP) construction with post-tensioned slabs and beams, and reinforced concrete columns. The lateral force resisting system will be a combination of special reinforced concrete moment frames and shear walls. Foundations will be shallow spread/strip footings. The exterior design will take inspiration from the local packing house using a combination of brick veneer and corrugated metal panels.

SCHEDULE/MILESTONES:

The remaining design phases for the parking structure includes the following:

Design Development (60% Design Document)

6 weeks

Prepare and provide 60% design drawings and outline specifications for client review.

Construction Documents (90% Design Documents)

10 weeks

Prepare and provide 90% Construction Document drawings, specifications, and calculations for permit submittal.

Plan Check (100% Design Documents)

8-12 weeks

Provide plan check response support including one resubmittal and response to plan check comments.

Prepare and deliver a 100% permitted set of drawings, specifications, and calculations ready for construction.