



1430 East Cooley Dr. Suite #120
Colton, Ca 92324

Number 1533

Date 11/11/2017

Bill To

Rodrigo Espino
Brothers Home Trading Corporation
3637 Alhambra Ln.
Perris, Ca , 92571

Ship To

PO Number

Espino-Circle City

Customer

Rodrigo Espino

Project Address

1109 Circle City Drive Corona, CA 92879

| Date | Description | Quantity | Price | Amount |
|--|--|----------|-------|------------------------------|
| 11/11/2017 | Architecture and Civil Engineering for New 8 Unit Apartment Building | | | \$50,000.00 |
| 09/13/2017 | Retainer deposit paid w/ check # 1102 (\$20,000) | | | |
| 12/06/2017 | Progress payment w/ check # 1002 (\$5,000) | | | |
| <div><div>Amount Paid</div><div>\$25,000.00</div></div> <div><div>Amount Due</div><div>\$25,000.00</div></div> | | | | |
| Make checks payable to AEC Moreno | | | | <div>Total</div> \$50,000.00 |

September 11, 2017 (Rev 2)

Mr. Rodrigo Espino
Brothers Home Trading
3637 Alhambra Drive.
Perris, CA 92571
(909) 229-0304
brothershometrade@yahoo.com

Subject: **Architecture and Civil Engineering for New 6-7 Unit Apartment Building**

Project Location: 1109 Circle City Drive Corona, CA 92879

APN: 117-334-031

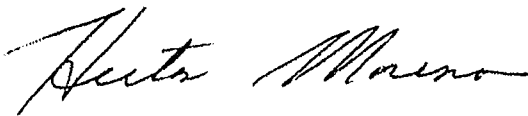
Dear Mr. Espino,

AEC Moreno Corp. is pleased to offer the following proposal for furnishing **professional architecture and civil engineering services** for the preparation and processing of construction level engineering and architectural plans for the above project located in The City of Corona, as per our conversation and based on the requirements for the development of a 6-7 unit apartment building on a vacant lot.

Based on the above paragraph, we propose to provide the services as detailed in Exhibit "A" for a fee payable per the attached payment schedule on the acceptance portion of this contract.

Should this proposal meet with your approval and concurrence we are prepared to start work within 2-3 working days upon receipt of signed contract. We appreciate the opportunity to assist you on this project. Please call us if you have any questions regarding these items.

Truly Yours,



Hector M. Moreno P.E.
Principal

EXHIBIT "A"
SCOPE OF SERVICES

- I. For the purposes of this Contract, "prepare and process" is defined as obtaining the necessary signatures on the plans as required for agency approval. Does not include preparation of bonds or agreements. Assumes no extraordinary environmental issues or unknown agency requirements or additional conditions of approval for other agencies.
- II. For the purposes of this Contract, final engineering design to be provided by Consultant shall as listed and detailed in the following Scope of Services table:

| SCOPE OF SERVICES: ARCHITECTURE AND CIVIL ENGINEERING PLANS | |
|--|------------|
| 1. PUBLIC RECORDS RESEARCH: Research public records, public records include parcel maps, tract maps, records of survey, tie cards and section corners for the property and surrounding properties. | \$750.00 |
| 2. TOPOGRAPHY SURVEY: Prepare a field topography survey for vacant lot to obtain existing elevation grades, facilities and horizontal dimensions. Obtain other pertinent data including property corners, water facilities and grading/drainage features necessary for a drainage preparation. | \$1,750.00 |
| 3. GRADING & DRAINAGE PLAN: Prepare and process one set of precise grading plans to include grading and drainage improvements for a 6-7 unit apartment building with assigned parking spaces and carports, and enclosed parking spaces driveway access to comply with City of Corona Public Works Department. | \$7,000.00 |
| 4. WQMP REPORT: Prepare a preliminary and final Water Quality Management Plan (WQMP) to satisfy National Pollutant Discharge Elimination System Permit Requirements | \$4,000.00 |
| 5. PRELIMINARY SOIL INVESTIGATION: Perform a preliminary soil investigation and prepare a soil report as described above for the reference properties. (New apartment building). For Soils and Foundation Evaluations, we propose two exploratory bores to 8' deep using a manual auger, the soils encountered will be continuously logged and bulk and undisturbed samples will be procured for laboratory testing and engineering analysis. The Soils Report will be limited to the followings: <ul style="list-style-type: none"> I. Plot Plan with Test excavation II. Opinion pertaining to soil Liquefaction Susceptibility III. No Liquefaction Report Included or slope stability analysis IV. Sieve Analysis & Moisture Determination V. Seismic Design Parameters as per 2013 CBC. VI. Allowable Soil Vertical Capacity VII. Maximum Density VIII. Recommendation for foundations IX. Recommendation for Retaining Walls X. Recommendations for site preparations and grading XI. Recommendations for Inspections and Testing | \$4,500.00 |

| | |
|---|--------------------|
| 6. UTILITY PLAN: Prepare and process a sewer, water and on site utility plan for multi residential unit complex. | \$3,000.00 |
| 7. FINAL HYDROLOGY REPORT: Prepare final hydrology report for the entire project to be used for the design of drainage facilities and preparation of Water Quality Management Plan (WQMP). | \$3,500.00 |
| 8. ARCHITECTURAL PLANS AND ENERGY CALCULATIONS: Prepare and process full set of architectural plans for a multi-residential 6-7 unit apartment building including carports or car garages as required to accommodate the 6-7 units. Plans will include architectural site plan, floor plans, elevations, conceptual lighting, Title 24 energy calculations, architectural sections and architectural details. Plans will include electrical plans, mechanical and plumbing plan to comply with City of Ontario. The estimated size of the units is estimated to be 1000 sq. ft. to 1200 sq. ft. (Fee does NOT include mechanical and electrical engineer's signature; will be billed additionally if required) | \$ 13,500.00 |
| 9. STRUCTURAL PLANS & CALCULATIONS: Prepare structural plans, structural details and structural calculations for a multi-residential 6-7 unit apartment building including carports or car garages consider two story construction. | \$10,500.00 |
| 10. COORDINATION AND PROCESSING: Coordinate and process plans meet with sub-consultants and city/county official staff. Estimated Budget (30 hrs. at \$85.00/hr.) Includes utility coordination with Electric, Gas, and Water purveyors. | \$1,500.00 |
| TOTAL | \$50,000.00 |

III. FEES, CHARGES AND TERMS

For the services outlined above, the Client agrees to pay the Consultant a total fee as indicated below.

The Client agrees that the fees are to be paid as the agreed payment schedule and as work progresses. Progress submittals will be prepared and payment of the invoices is due upon receipt.

Overtime work authorized to expedite this project shall be charged out at 1.5 times normal billing rates, 2.0 on Sundays and Holidays.

IV. This proposal is based on the following assumptions/conditions:

- a) This proposal is based upon our discussions to date and based on our conversation with you and our meeting with City of San Bernardino building and planning Staff
- b) This proposal is based on our current Engineer rate of \$85.00 per hour.
- c) The costs for any reimbursable services such as blueprinting and deliveries are included in the cost outlined above and will be billed at their direct cost plus 15%. Should any additional reimbursable services be required AEC Moreno Corp. Corporation will bill them at their direct cost plus 15%.
- d) Governmental agency fees or charges are to be the responsibility of the client.

V. The following are specifically NOT part of the Work:

- a) Changes in scope of design directed and authorized by Client, should be in writing, after the start of working drawings. In this case, the amount of extra work shall be that required to bring the revised work to the same stage of completion as the original work at the time of the change order. In the event that Client desires any changes to the above scope of work, the terms and conditions indicated in this contract are subject to revision.
- b) This proposal does not include graphic designs.
- c) Construction staking and soil or geotechnical reports, compaction testing is not included.
- d) This proposal does not include fuel modification plans.
- e) This proposal does not include any special studies such as, Environmental, cultural, and or biological, only as specifically stated herein.
- f) Work of a general or promotional nature not connected with the actual design, approval, or construction of the project.
- g) Construction changes, as-built plans.
- h) Liquefaction reports or slope stability is not included.

- i) Administration, processing or negotiations to obtain approvals and/or signatures from third parties for such items as Letters of Permission, easements, access roads, driveways, etc.
- j) Plot plans, except as specified.
- k) Specifications.
- l) Any other services performed at the direction of the Client, which are not defined in the above-listed services, shall be in addition to those set forth in the Scope of Work.

5. Client is responsible for and pay:

- 5.1 All bonds
- 5.2 All utility charges.
- 5.3 All County or City and other public agency fees.
- 5.4 Blue Prints and miscellaneous reproduction costs required by consultant, contractor, agency and other consultants.
- 5.5 Potholing and cost of equipment rental.

6. General Conditions:

- 6.1 Governing Law – This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 6.2 Mediation of Disputes – *AEC Moreno Corp. Corporation* and *Client* agree to mediate any dispute of claim between them arising out of this Agreement before resorting to arbitration of court action. Mediation fees, if any shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration of any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with Evidence Code 1152.5.
- 6.3 Arbitration of Disputes – Any dispute or claim between *AEC Moreno Corp. Corporation* and *Client* arising out of this Agreement which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action, except as provided, by California Law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the provisions, then pertaining, of the Standard Form of Arbitration Procedure of the American Arbitration Association. Should it become necessary to instate legal action for the collection of fees, it is understood and agreed that such sums as attorney's fees, court costs, and collection fees shall be borne by losing party.
- 6.4 Limitation of Liability – *Client* shall not be liable for *AEC Moreno Corp. Corporation's* negligence, professional errors or omissions in the plans. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the

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Project Location: 1109 Circle City Drive Corona, CA 92879
APN: 117-334-031

"CONTRACT ACCEPTANCE"

THIS ACCEPTANCE IS A MUTUAL AGREEMENT BETWEEN THE CLIENT AND AEC MORENO CORP. TO THE SCOPE OF WORK AS DETAILED IN EXHIBIT "A" FOR THE PROJECT LISTED ABOVE. EXHIBIT "A" HAS BEEN ATTACHED TO THIS PROPOSAL.

The Undersigned acknowledges reading and receiving a copy of the Agreement. Signing below and returning this agreement authorizes AEC Moreno Corp. Corporation to proceed with the Scope of Work as described herein.

ACCEPTANCE

Signature of Authorization to Proceed

Date _____

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Dear Mr. Espino,

PAYMENT SCHEDULE:

TOTAL ENGINEERING FEES: \$50,000.00 (Fifty Thousand and 00/100) dollars.

Owner agrees to pay consultant a proposed total design fee of \$50,000.00 (Fifty Thousand and 00/100) dollars. Owner represents that this agreement will be a cash transaction. In order to expedite plan preparation and approval of this project AEC Moreno has agreed to begin work with progress payment as detailed below:

Retainer Deposit → (33% - \$ 16,500.00)
Begin research, coordination meetings, topography survey, begin architectural plans, Structural plans & grading.

Progress Payment → (47% - \$ 23,500.00)
First submittal of grading plan, architectural plans and structural plans.

Final Payment → (20% - \$10,000.00)
Final Payment shall be made when all plans are approved, prior to the commencement of construction.

Payment MUST be received prior to the submittal of plans to client and/or any applicable representative. If in case, AEC coordinates submittal to City and/or any applicable agency, payment MUST be received prior to the delivery of plans.

The full amount is due prior to the release of the final/completed work on behalf of AEC, should the work be put on hold or become delayed for external factors not relevant to AEC Moreno, the full fee becomes due immediately.

aggregate, of *AEC Moreno Corp. Corporation* shall not exceed the total compensation received by the Engineer under this Agreement.

- 6.5 Indemnification - *Client* Shall, to the fullest extent permitted by law, indemnify and hold harmless *AEC Moreno Corp. Corporation*, its officers, directors, employees, agents, and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the engineers or other consultants associated with this project.